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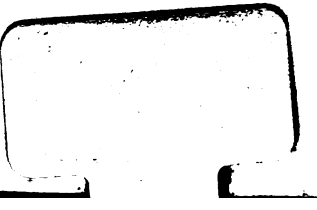

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THE MARITIME LAW

OF

SWEDEN

OF

12th JUNE 1891

STOCKHOLM, 1893
ROYAL PRINTING OFFICE P. A. NORSTEDT & SÖNER

As the Swedish Maritime Law has never before appeared in English and consequently no reference of any kind has been available, I can only hope that the present Edition will prove satisfactory.

Stockholm September 1892.

Carl Johan Olivecrona.
British Vice Consul.

JUN 26 1908

The Maritime Law.

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Abreviations.

R. O. = Royal Ordinance.
O. L. = Old Law (The Maritime Law of 1864).

Remark.

1 Krona = 100 öre = $1^s\ 1^1/_3{}^d$.

THE MARITIME LAW

GIVEN AT THE PALACE OF STOCKHOLM THE 12 JUNE 1891.

We OSCAR by the grace of God, King of Sweden and Norway, the Goths and the Vandals make known:

That we have been pleased, with the consent of the Diet, to abolish the Maritime Law of 23 February 1864 together with all the special statutes which explain or alter the contents of the said Law or form amendments thereto, and do hereby graciously enact as follows:

FIRST CHAPTER.

WITH REGARD TO SHIPS.

§ 1.

A ship shall be considered swedish when she is either owned to the extent of two thirds by Swedish subjects or by Swedish and Norwegian subjects combined, or else is owned by a joint Stock Company Limited, the Board of Directors of which have their registered office within the Kingdom. The Directors shall consist of shareholders who are Swedish subjects.

The Managing Director shall always be a Swedish subject living within the Kingdom.

Compare R. O. Respecting extended right to trade of 18 June 1864 §§ 1 and 25, and R. O. regarding extended right to H. M:s Norwegian subjects to carry on trade within the Kingdom &c &c of 4 June 1868.

§ 2.

A Register Book shall be kept of all Swedish ships of 20 tons Register burden or upwards intended for use in the Mercantile Marine or for the conveyance of passengers and shall contain for each such ship all the details, which are deemed requisite for its identification, as well as reliable information respecting the ownership.

A certificate shall be issued to every ship when entered in the Register and such certificate shall accompany the ship. The form of ship's register and the mode of Registering will be ordered by His Majesty.

The port to which the ship belongs shall be marked on the certificate of Registry § 4.

§ 3.

Any person for whose account a ship is being built, advancing money or material to the owner of the wharf or Building Master for the completion of the building shall have the right, on entering upon an agreement respecting it, to mortgage the vessel in course of construction on application to the magistrate in the town where she is being built or in the nearest town should the place of her building be situated beyond the precincts of a town. [O. L. § 3.]

The Mortgage shall enjoy priority according to 17 Chapt. § 5 of the mercantile Law as laid down in the Law of 12 June 1891.

§ 4.

Owners of ships shall decide to what place within the Kingdom a ship shall belong, and give due notice about such decision to the authority keeping the Register, provided the character of the ship is such that she must be entered in the Register of ships in accordance with § 2, orherwise notice shall be given to the Magistrates of the town decided upon as the place to which the ship shall belong, or, if such place

be situated beyond a town, to the Crown Bailiff of the place. The name of the port to which the ship belongs shall be quoted in the certificate referred to in § 2 in case of ships which should be entered in the Register, otherwise a separate certificate will be issued by the authority to whom the notice is given.

Should any owner omit to give such notice as aforesaid, his own place of residence shall be deemed to be the place to which the ship belongs. [O. L. § 4 sect. 2.]

Every Swedish merchant ship of 20 tons burden or upwards shall have her name and the port to which she belongs marked on the outside of the vessel's hull. Royal ordinance of 6 June 1873.

The name of the port to which the vessel belongs is of importance in questions having reference to:

rendering account of the wages and effects of deceased seamen, (§ 46):

the right of the master to act on behalf of the owners (§§ 48, 49); the duty of the master to render account to his owners (§ 60); the sending home of masters from ports abroad (§ 66); the courts competent to judge in disputes affecting maritime matters (§ 323).

§ 5.

No share in a ship shall be transferred to any person not being a Swedish subject without the consent of all the other part-owners, should by such transfer the ship cease to be a Swedish ship; should the transfer however take place, it shall be void, even though the share were sold in consequence of a legal seizure or in bankruptcy. Should a foreigner through inheritance, will or marriage become a part owner in a Swedish ship, or should any Swedish or Norwegian part owner become the subject of a Foreign Power and thereby the ship cease to be a Swedish ship, such part owner shall then transfer to a Swedish or Norwegian subject such proportion of the ship, as shall enable her Swedish nationality to be preserved.

In case no such transfer has been made and duly notified to the proper authority, wherever the ship is registered, within three months from the date of the transaction, though proper notice otherwise may have been given to all the other part owners, anyone of such other shareholders shall have the right to cause to be sold, for account of the owner, any such share

in a ship which in the manner aforesaid has become the property of a foreigner. The sale shall be made by the Bailiff of the place to which the ship belongs, in the manner prescribed for sale of ships seized for debt.

For the conditions for Swedish nationality see § 1.
In case the ship ceases to be a Swedish ship the master and crew have the right to leave the service §§ 62, 88.

§ 6.

A ship which has sustained damage shall be considered unfit for repairs, not only when repairs are found impossible or in case the repairs must be done at another place, and the vessel cannot be conveyed there, but also in the case of the ship not being worth repairing. Should the question arise whether the ship, subsequent to the sustaining of damage should be considered fit for repairs or not, a report must be made by surveyors appointed in the manner prescribed in § 41.

With regard to the Consequences of a vessel's condemnation see §§ 50, 55, 63, 66, 91, 98, 113, 160, 199, 257, 271.

SECOND CHAPTER.

OWNERSHIP.

§ 7.

Unless otherwise provided for in this Law, the owner of a ship is personally responsible, that is to say, with all his property, for each and every engagement which he may himself undertake or which any other person on his behalf may undertake with respect to the ship.

For claims based upon neglected, improper or wrong fulfilment of engagements, wich the owner himself or any other person on his behalf may have entered into, the carrying out

of which has been the duty of the master, in his capacity as such, and also for engagements which the latter in capacity of master but not on the strength of a special power from the owners has undertaken, the owner shall only be responsible with ship and cargo. The owner shall however be personally responsible for the crew's claims based on the agreements made by the master. [O. L. §§ 12, 43, 74, 126, 181.]

Respecting right to seize for the aforesaid claims see § 268 sect 4.

In all other cases than those mentioned above the resposibility of the owner is limited to ship and freight for:

damage done be master and crew § 8.
Bottomry § 174.
Proportion of average expenses § 216.
Salvage compensation § 224.

§ 8.

The owner is responsible with ship and freight for damage through fault or neglect in the service on the part of the master or any of the crew. This law will equally apply in cases, where the damage is caused by some person not being a member of the crew but doing ships service or working on board. The owner shall have the right to recover his expenses from the person causing the damage.

[O. L. § 49, § 172, sect. 1.]

For the above mentioned claim the creditor shall have the right to seize, § 268 sect. 4.

§ 9.

In case of several persons owning a ship' each person shall be responsible only in proportion to his share in the ship for such obligations of the owners, for which they are held personally responsible. [O. L. § 12.]

The said provision does not apply to partners in a Mercantile Body Corporate nor to Limited Liability Companies owning ships. (Compare the 15 chap. § 2 Mercantile Law and R. O. respecting Limited Liability Companies of 6 oct. 1848 § 10.

§ 10.

A managing owner shall be appointed for every ship.

In all matters affecting the owners the managing owner should be summoned.

Should no managing owner have been elected, any person wishing to sue the owners shall have the right to summon any one of the owners of the ship to plead for the owner's jointly. [O. L. § 13 sect. 1, § 14 sect. 3.]

The managing owner shall always be a Swedish subject residing within the Kingdom § 1. Respecting the election of the managing owner see § 12.

§ 11.

In all matters affecting a third party the managing owner, in virtue of his Power, shall have to conclude all negociations and enter upon all such engagements or undertakings as the shipping trade generally entails. The managing owner shall consequently have the power to engage and dismiss the master, to give him instructions, to receive money or monies due and coming to the owners, and to act and plead on behalf of the owners in any Court or Courts of Law. Unless furnished with special power, the managing owner cannot borrow money in the name of, or on behalf of the owners, nor sell, mortgage, or insure the ship.

In case the owners by any special provision have limited the power thus lodged with the managing owner, they shall not be able to avail themselves of such limitation as regards a third party, unless such party should not be acting in good faith. [O. L. §§ 14, 16.]

Respecting the power of the managing owner as regards the co-owners see § 13.

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§ 12.

No resolution in the affairs of the owners shall be made and passed by them except at an ordinary meeting called together by advertisement in one or more of the local newspapers, at least eight days previous to such meeting, or otherwise duly communicated to each and every of the said owners.

In case of non-attendance, the owner failing to attend must be satisfied with the decision passed by those present.

When balloting takes place each owner has a number of votes corresponding to his share in the ship, and the voting of those in majority shall constitute the decision of the meeting. Should at the election of a managing owner, two or more persons each obtain an equal number of votes, lots shall be drawn, but in any other case when the votes are equal the managing owner shall have the casting vote.

Decisions contrary to agreements made between the owners, or having reference to matters outside the special shipping business of the owners, are not valid, unless with the unanimous consent of all the owners.

Minutes shall be kept of the meeting and the Record shall be preserved by the managing owner.

Every owner shall have the right to take a copy of the said Record. [O. L. §§ 6, 11, 13.]

Respecting decisions as to the dismissal of the managing owner see § 14.

§ 13.

Unless urgent circumstances prevent him from so doing, the managing owner shall call the owners together for discussion or otherwise receive their instructions when important matters appear, for instance in questions of making any considerable change in the trade in which the ship is employed, or in questions as to repairs of importance. [O. L. §§ 17, 18.]

(Respecting Power of the managing owner as regards third parties see § 11.)

§ 14.

A managing owner can at any time be removed by a decision of the owners passed in the manner prescribed in § 12. Should he be owner to the extent of one half of the ship or upwards, the Court may remove him should his partners summon him to resign, provided there are sufficient reasons for his removal. [O. L. § 13 sect. 2.]

§ 15.

The managing owner shall keep separate accounts of the management of the business of the owners and deliver to them a statement thereof. Where not otherwise decided by the owners, the rendering of account shall be made for the calendar year within a month of its expiration. [O. L. § 26.]

§ 16.

The statement shall be delivered at a meeting to which the owners are to be called in the manner prescribed in § 12 and at which meeting all the accounts shall be produced for examination.

Any owner wishing to complain of the accounts may do so by summons within six months from the date of the rendering of the account. Failing so to summon, he shall forfeit his right to complain. [O. L. § 21.]

§ 17.

Towards the meeting of the expenses necessary to carry on the business, every owner shall contribute in proportion to his share as required.

Should any owner on requisition fail to pay his share in the expenses to the amount decided upon, and such part of the expenses be advanced by the managing owner or any other of the part-owners, the owner in default shall pay interest at the rate of Eight per cent pro anno on the amount so advanced until payment is effected, together with the cost of any insurance taken by the person advancing the money for his own security. The creditor shall have a legal claim on the share in the ship of the person in default, and shall enjoy priority in accordance with chap. 17 of the mercantile Law; and such creditor shall also have the right to receive on ac-

count of his claim, and in lieu of the person in default, any dividend payable on the said share.

The claim and right of priority stipulated above, shall cease unless payment is sued for by summons within the expiration of one year from the date of the advancement of the claim. [O. L. § 7 sect. 1.]

The person advancing enjoys priority according to chap. 17 § 7 of the mercantile Law as laid down in the Law of 12 June 1891.

§ 18.

In case a fresh voyage or the repairing of the ship at the completion of a voyage be decided upon, any owner, not being a party to the decision, shall have the right to surrender, without receiving any compensation, his share in the ship to his part-owners and thereby be released from the payment of the contribution necessary to carry the said decision into effect.

Any person desirous of thus surrending his share in the ship shall notify his wish in writing to the managing owner within three days from the date of the decision, or, if he was then not present, from the date he received intimation of the said decision.

The surrendered share shall be divided between the owners in proportion to their respective shares in the ship. Should any insurance have been taken on the surrendered share, and such insurance still remains in force at the time of the surrender, all the other owners, in taking over the insurance, shall be bound jointly and severally to pay the corresponding part of the premium. [O. L. § 7 sect. 2, § 8.]

When responsibility ceases as regards third party see § 21.

§ 19.

Profit and loss accruing from the business shall be divided between the owners in proportion tho their respective shares in the ship.

Any surplus according to the accounts rendered shall be divided and paid to the owners so far as the payment of necessary expenses will permit. [O. L. § 20 sect. 1.]

Respecting time for delivering of accounts see § 15.

§ 20.

The fact that any share or shares in the ship have been transmitted to another person in consequence of inheritance, purchase or otherwise, or that any one of the owners has been placed under guardianship or declared bankrupt, does not involve the dissolution of the ownership. In case a share in a ship is sold to a person not being a part-owner, the other part-owner or owners, unless the sale was made by Public auction, shall have the right to recover from the purchaser the said share upon the conditions stipulated at the sale.

The seller and purchaser should confirm on oath before a Court of Justice the conditions of the transaction, should the part-owner so require. Any person or persons wishing so to recover shall notify their intention to the buyer, within a fortnight from the date of receiving information of such sale, or forfeit the right to recover.

Should there be several persons wishing to recover, they have the right to do so in proportion to the share in the ship owned by them severally. [O. L. § 10 sect. 1.]

Respecting consequences in case of shares in ships being transferred to foreigners. See § 5.

§ 21.

Should an owner transfer his share in a ship to a person not being a part-owner, the new owner shall immediately enter upon the rights and duties of an owner as far as concerns the other part-owners. Whatever the owners have legally done or decided, previous to such transfer, shall likewise be binding on the new owner.

In case the transferee is in debt for contribution towards the maintenance of the business, the part-owners shall have the right, as regards the new owner, also to deduct such claim from the dividend due in respect of the transferred share in the ship. As regards a third party, the new owner in his capacity of shipowner shall be responsible for the engagements entered into by the owners subsequent to the transfer.

It shall be the duty of the transferee to notify the transfer either to the managing owner or to all the part-owners and likewise to prove that the transfer has been accepted by the new owner; before such notice has been given, the transferee cannot as regards his co-owners plead irresponsibility by reason of the transfer.

As regards a third party the conditions of the transfer cannot be pleaded except in case such party has not been acting in good faith. If the ship is entered in the Register of ships, the authority keeping such Register shall immediately on receipt of notice of the said transfer cause the same to be advertised in the public newspapers. When such announcement has been made, the transfer shall be considered to have come to the knowledge of the third party, unless circumstances prove that he has neither had nor been able to receive intelligence of the said transfer.

Shipowners' business is not to be entered in the Register of merchant firms, see Law respecting Register of trading Firms &c &c of 13 July 1887 § 8.

§ 22.

Owners, who together own more than one half of the ship, may decide to sell the ship and dissolve the partnership. At the express desire of any owner the partnership shall be dissolved in the following cases:

1. If the vessel on account of any change of the circumstances referred to in § 1 without any action or consent of the owner has ceased to be a Swedish ship and consequently been struck off the register of ships.

2. If the managing owner by order of any Court has been dismissed from his office in pursuance of § 14 or

3. If any owner can prove that the business of the owners has been conducted in such a manner as to injure his rights. [O. L. § 22.]

§ 23.

When the ownership is to be dissolved, the ship shall be sold by public auction.

If the owners cannot agree as to the place where the auction is to be held or as to the conditions of the sale, the matter in dispute shall be settled by arbitration.

Respecting arbitrators see § 331.

THIRD CHAPTER.

MASTERS.

§ 24.

Any owner holding a larger share in a ship than one half shall have the right to command her, should he otherwise be duly qualified. The terms of his wages, in case an agreement cannot be arrived at, shall be settled by arbitration.

[O. L. § 24 sect. 2.]

Respecting qualification for taking command of a Swedish merchant ship see R. O. respecting officers on board Swedish merchant ships of 22 Nov. 1878.

A master who has been found guilty of certain offences can be sentenced to lose his right to command vessels either for a certain time or permanently see § 296.

Respecting arbitrators see § 331.

§ 25.

The master shall engage and discharge the crew. No person is to be engaged for any period during which to the

knowledge of the master he is bound to serve on board any other ship. [O. L. § 29.]

Penalty for such offence, see § 285.

§ 26.

The master shall, before proceeding to sea, take care that the ship is in seaworthy condition for the voyage, properly equipped and manned and has on board a sufficient quantity of provisions, water and medecine, and also, in case of steamers, of coals and other materials requisite for the working of the Engines, and further that the necessary signal and life saving apparatuses, charts and nautical instruments be found on board. It shall also be his duty to see that no more cargo is taken on board than the ship can conveniently hold and carry, that the goods received on board are properly stowed, that the ship is provided with all means for securing the cargo, such as ceiling, stanchions, stowage and shifting boards and that the hatches are properly put down and caulked. If a deck cargo can conveniently be carried, it should be provided with stanchions and so stowed as not to interfere with the navigation of the ship. If in ballast the master shall see that the ballast is suitable and sufficient, and stowed so as not to shift during the voyage. [O. L. § 40.]

Penalty for neglecting the duties herein enacted § 292.
Special provisions with regard to Passenger steamships contained in R. O. of the 12 Febr. 1864 and for Emigrant ships in R. O. of 4 June 1884.

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§ 27.

The master shall have on board the ship all the requisite ships documents, as well as a Copy of this present Law and of the scale of provisions sanctioned for Swedish merchant ships. [O. L. § 40.]

Penalty for neglect § 286.
The ships documents required are principally:
Certificate of Registry or certificate of domicile and in certain cases Articles of agreement.

Certificate of admeasurement
Bill of Health
Certificate of survey (for Passenger and Emigrant ships)
Custom House license.
Logbook
All documents with reference to cargo, passengers, post and insurance.

A scale of provision for crews of Swedish merchant ships is sanctioned by R. O. of 8 March 1889.

§ 28.

The master may not, without the consent of the owner, receive and carry merchandise for his own or any other persons account in the cabin or any other space not intended for cargo; if he should do so, freight shall be paid for the same, in addition to wich he shall have to compensate the owners for any damage or loss they may have suffered upon due examination by arbitrators.

The consent of the charterer is also required for the carrying of merchandise in the spaces above-mentioned as stated in § 110.

Respecting arbitrators see § 331.

§ 29.

The master may not leave the ship without giving the mate, or should he be absent, some other member of the crew, necessary information and directions. When the ship is not moored in a harbour or orherwise secured in a safe anchorage, the master may not leave the ship unless it be necessary, even should a pilot be on board; should any danger exist, the master may not be absent from the ship.

§ 30.

In case the master should be obliged to leave the service during a voyage from illness or some other valid reason, the owner should be informed without delay. Should it be impossible to await the arrival of the owner's instructions, without incurring inconvenience, the master shall, when in a foreign port, if possible after duly consulting the Swedish Consul,

request the mate or any other competent and reliable person temporarily to take charge of the ship. Should the master, when in a foreign port, abondon his ship, or should he be unable to take the necessary measures for the continuance of the voyage, when obliged to leave the command, the Consul shall appoint a master. [O. L. § 26.]

Compare Consular Ordinance §§ 89, 90.

§ 31.

The master shall see that the loading and discharging is effected without delay, and that the departure of the ship is not retarded after the cargo has been loaded or discharged. During the voyage the master may not deviate from the ordinary route, unless forced by circumstances, nor detain the ship except to render assistance to persons in distress; for the salvage of another ship or of goods only, delay should not be incurred, except where the salvage can be performed without endangering the ship and without any appreciable detriment to owners or any other person whose rights and interests it is the master's duty to protect.

Respecting charterers' rights when the voyage is unduly delayed, see § 125, compare § 180.

§ 32.

During the voyage, the master shall do everything in his power to keep the ship in seaworthy condition. If the ship has stranded or otherwise met with a casualty, whereby damage may be supposed to have been sustained, it shall be the duty of the master immediately on arrival of the ship at any port where a survey can be made, to cause such survey to be instituted. [O. L. § 40.]

When survey is to be held, see § 41.

§ 33.

The master shall make himself acquainted with the regulations and provisions regarding the shipping and navigation of

the ports at which he is to call during the voyage. In case of war or blockade, he should try to obtain information as to what he has to observe for the safety of ship and cargo.

[**O. L.** §§ 45, 46.]

§ 34.

The master shall be bound to receive on board Swedish seamen whose conveyance home it is the duty of the consuls to provide for, and to afford them a passage to the port of destination or to any other port at which the ship may call during the voyage. Such seamen are to be received on board and conveyed up to such a number limit and for such consideration as is fixed by His Majesty. The same obligation is also in force regarding Norwegian seamen as long as the corresponding provision is in operation in Norway. Seamen thus sent home shall be bound to observe the duties of the crew as regards order and discipline on board and where requisite assist in the work on board. [**O. L.** § 60 sect. 2.]

Penalty for refusing to convey seamen § 295.
Respecting compensation for conveyance home see R. O. of 6 Aug. 1864; Compare Consular Ordinance §§ 93—95.

§ 35.

A Logbook shall be kept on board every sailing ship of fifty tons burden or upwards, and also on every steamship, when sailing to foreign ports, other than Baltic, and ports in Denmark and Norway east of the Skagen Light and Lindesnäs; on board every steamer, moreover, an Engineers Logbook shall be kept as an appendix to the Ship's Logbook. The Logbook, in the form sanctioned by His Majesty, is supplied by the Mercantile Marine Office (= sjömanshus) at the port of departure. [**O. L.** § 33.]

See Royal Ordinances of 3 February 1865, 16 March 1877, 31 December 1891 regarding Logbooks.

§ 36.

The Ship's Logbook shall be kept by the master or, under his supervision, by the mate; the Engineers Logbook by the Engineer likewise under the masters supervision. Every entry in the Logbook shall be made in order of occurrence, each day when in harbour, and each watch when at sea. Whatever takes place during each watch may be entered in a note book at the time, but must be copied into the Logbook before the expiration of the twenty four hours. The Logbook shall be neatly and clearly kept; no entry made therein shall be erased, struck out or in any other manner rendered illegible, but any correction, in case of wrong entry, should be entered in the proper column in the Logbook. [O. L. § 33.]

Penalty for neglect or default in keeping Logbook see § 287.

§ 37.

Any occurrence during the voyage, the knowledge of which may be of use to the owners, underwriters, the owners of the cargo, or any other person or persons whose rights may depend upon the result of the voyage, shall be carefully detailed in the Logbook. The following matters should consequently be entered:

1. When the crew is engaged or discharged; When provisions and water are taken on board; When the loading or discharging of cargo is commenced or completed, or, whenever it is stopped, and what quantity is loaded or discharged during the day; When ballast is taken in; and of what kind and also its approximate weight and the manner in which it is stowed; If extra hands have been employed the fact should be stated and the number given; The ships draught for and aft when leaving a harbour and also, generally, the condition of the vessel and her tackle and fittings; A description and statement of the condition of the cargo and also, when a deck

cargo is loaded, the quantity and height of the same; The adjusting of the compasses and the deviation found; The time when the ship leaves or arrives at a harbour or is removed when in port; wind, weather, state of barometer, current, course, speed, under what sails and the distance run, lights burning, casts of the lead, bearings and observations, and the Latitude and Longitude ascertained each twenty four hours; When and where a pilot comes on board or leaves the ship; How often pumping takes place and how long continued and the number of hands employed and also the soundings of the pumps taken.

2. When consultation of the crew takes place, the opinions given and the masters decision, and such of the crew who have been parties to the consultation should confirm the correctness of the entry by signing their names.

(Respecting consultation of crew see § 195.)

3. Every case of illness, death or desertion; When and why the master deems it expedient to reduce the provisions as mentioned in § 45; Every offence committed by any member of the crew, or any fault or neglect in the service, and the evidence given whenever any case is examined into.

For further provisions see §§ 47, 89 and 103.

4. Every casualty to ship or cargo, stating its cause, the circumstances attending the same, and the measures taken.

In the Engineer's Logbook the following entries shall be made wiz:

The quantity of bunker coals and other requisites for the working of the Engines found on board when the ship leaves a port; The daily consumption af coal, and moreover everything affecting the working and management of the engines.

[O. L. § 33.]

Penalty for neglect or default in keeping Logbook see § 287.

§ 38.

Should during a voyage the Logbook be filled up, or from any other reason be rendered unsuitable for use, the

master shall give notice, when in a Swedish port, to the Superintendent of the Mercantile Marine Office (= sjömanshus) in order to obtain a new Logbook. When abroad, the Master shall draw up a new Logbook in accordance with the form precribed and shall on the arrival of the ship at any port where a Swedish Consul resides exhibit it to the said consul who will unite the pages under his seal of office together with a certificate stating the number of pages. Whenewer a new Logbook is issued or exhibited to the Consul as aforesaid, the master shall likewise exhibit the previous Logbook, and the Superintendent or Consul concerned shall immediately, at the foot of the last entry, endorse a certificate stating that the Logbook has been exhibited and that a new one has been issued to the ship. In case the master cannot exhibit the Logbook previously in use, the reason shall be given and entered in the new Logbook. [O. L. § 34.]

Penalty for not exhibiting the Logbook § 287.

§ 39.

No person, whose right may in any way depend thereon, shall be refused the necessary information regarding the contents of the Logbook or the right to take an extract thereof in writing. The Logbook shall be preserved by the owners at least two years after it is finished, and, in case a lawsuit should arise within the period aforesaid in connection with the voyage therein referred to, until such lawsuit has been settled by a valid judgment. [O. L. § 35.]

§ 40.

The master shall note and extend a protest against the sea regarding any of the following events i. e.

1. Should, whilst the vessel is loading or discharging at a port or during the voyage, any accident occur causing damage to ship or cargo, or, by which damage may reasonably be supposed to be incurred.

2. Should anybody on board suffer death from any accident.

3. Should, through collision, the other ship sustain such damage or any accident occur on board as aforesaid.

Within the Kingdom Extended Protests are to be made before the Town Court in towns provided with a customhouse, and, if the accident occurs or the damage is discovered, when in a harbour where the protest can be extended, the master shall, before the expiration of the third day exclusive of the day of the occurrence, or of the discovery of the damage, or otherwise, as soon as it can be done, give notice to the President of the Local Town Court that he is prepared to deliver his Declaration. Such notice shall be made in writing and shall be accompanied by a complete copy of all the entries in the Logbook, having reference to the matter, or, in case no Logbook has been kept on board or has been lost, a written account of the accident stating the names of the whole of the crew and of any person or persons who may be supposed to be able to furnish information on the matter, and also, as far as possible, the names of the persons whom the matter may concern and their representatives.

In a foreign port, the master shall, as soon as possible, extend his protest either before the authority competent to receive such a declaration, or else before the Swedish Consul, and the master shall exhibit his Logbook to the Swedish Consul at the port where the Protest is extended, or, should no consular officer reside there, to the Swedish Consul of the first port at which the vessel may touch during the voyage, and shall take the Consuls certificate as to the exhibition.

[O. L. §§ 36, 37, 38.]

Respecting Consul's duty with regard to Extended Protests see Consular Ordinance § 84.

Penalty for neglect in reporting casualties § 288, for neglect in exhibiting the Logbook § 287.

Regulations regarding extended protests before Swedish Courts are given in §§ 315—318.

§ 41.

Should the ship, from any accident during the voyage, have suffered damage requiring extensive repairs or causing considerable detention, the master shall cause a survey of the ship to be instituted. The surveyors shall not only value and appraise the damage sustained through the accident and the ship in damaged condition, but also recommend what means should be adopted for the proper repair of the damage and calculate the necessary costs.

Should repairs be effected, a new survey shall, on completion of the repairs, be held in order to ascertain if the ship is in such a condition that it can proceed on the intended voyage.

When the survey of a ship should take place see § 32.

Should the cargo have suffered considerable damage from any casualty, boisterous weather or similar occurrence during the voyage, or should there be reason to suppose that the condition of the cargo is such that special measures for its preservation are required, or should, on account of damage to the ship, the discharging of the cargo be found necessary, then the master shall cause a survey of the cargo to be held. Should the cargo be found damaged, the surveyors shall report their opinion as to what may be considered to have caused the damage and suggest what steps ought to be taken.

Surveyors are appointed by the magistrate, or where the ship is lying beyond the jurisdiction of a town by the magistrates of the nearest town or by the Crown Bailiff (= kronofogde) of the District. When the ship is in a foreign port, the master shall apply for the appointment of surveyors to the authority competent so to appoint according to the laws and customs of the port where the survey is to take place, or to the Swedish Consul. If the ship is at a port where it is not customary that the surveyors are appointed by a public authority, the master shall obtain the opinion of experts.

Respecting surveyors appointed by the magistrates see § 332 sect. 1.

§ 42.

Should there be reason to suppose that the cargo has been damaged during a voyage, the master ought to cause the goods to be surveyed by surveyors called for the purpose previous to the delivery of the goods to the Receivers of the cargo, as mentioned in § 332 sect. 2. If it can be called in question whether the damage has been caused through faults in the stowing of the cargo, or the caulking of the Hatchways, or through any other similar fault, the master shall require the presence of the surveyors already at the opening of the Hatchways and the examining of the goods.

The Receiver of the cargo should be invited to be present at the survey § 148.

§ 43.

When the ship is in distress the master is bound to do everything in his power to save and protect the vessel and shall not abandon her as long as there is hope of salvage. Should salvage be found impossible, and the danger be so threatening that the master is obliged to abandon the ship, it shall be his duty particularily to see that the Logbook and the ship's documents are saved, and to take measures for the salvage of ship and cargo for which purpose he ought to summon necessary assistance.

For penalties see § 291.

Should salvage take place, the master shall conduct the salvage operations, unless it is prohibited by the laws of the place or the salvage contract prevents him from so doing. The master shall either himself or through the mate carefully note down everything salved and also take a note both of the number of men assisting in the salvage and the carrying of the goods to the storing place, and of all the work done; and the master shall moreover examine, and under his signature attest the correctness of all the accounts of expenses incurred in the salvage.

The master shall, as soon as possible, cause a survey to be instituted in the manner prescribed in § 41 for the examination of the ship and of the goods salved, and shall see that the latter are properly taken care of.

[O. L. §§ 176, 177 & 178.]

§ 44.

The master shall treat his subordinates kindly and in apportioning the work to be performed, he shall, as far as possible, take into consideration the position on board of each man. The master may not inflict corporal punishment.

The master shall take special care that prayers and divine service are not neglected on board, and he shall not, on Sundays or any other days kept holy in this Kingdom, impose on the crew any work which can be postponed. [O. L. § 30.]

Compensation is to be given for sunday work in connection with loading or discharding see § 96.

Penalty incurred by master treating seamen with unnecessary severity § 289.

§ 45.

The master shall see that the crew receives good and sufficient food in accordance with the scale of provisions fixed for Swedish merchant ships.

If during a voyage the master considers it necessary to reduce the allowance, he shall have the right to do so, but the crew shall for such reduction receive a reasonable compensation, the amount of which, in case of dispute, shall be settled by arbitration. [O. L. § 31.]

The scale of provisions for crews of Swedish merchant ships is sanctioned by R. O. of 8 March 1889.

Respecting arbitrators see § 331.

Respecting penalties incurred by the master for withholding from a seaman his provisions see §§ 86, 289.

When the allowance is reduced, an entry schall be made in the Logbook § 37 sect. 3.

§ 46.

If seaman dies, whilst in service, the master shall look after his burial and see that an inventory is taken of his effects

left on board. If the property cannot immediately be delivered to the person or persons interested in the estate, or to any other person for their account, nor be kept on board without inconvenience or danger of its becoming damaged, until it can thus be delivered, the master shall either deliver the property to the nearest Swedish Consul, or cause it to be sold in a suitable manner, and he shall, on the arrival at a Swedish port, render an account thereof to the Superintendent of the Mercantile Marine Office (= sjömanshus) of the port to which the ship belongs. [**O. L.** § 32.]

The owners shall have to bear the costs of the seamens burial § 93.

Respecting Consul's interference regarding effects of deceased seamen, see Consular ordinance § 57 sect. 3 and §, 107 L) and N).

The Superintendents of the Mercantile Marine Offices (= sjömanshus) are to take care that the effects of deceased seamen are delivered to the proper persons; see Mercantile Marine Office Instructions § 11 sect. g.

Rules to be observed in case of death from contagious desease are contained in Royal ordinances of 19 March 1875, 30 May 1879 and 12 June 1885.

§ 47.

If any person engaged on board or accompanying the ship as passenger commits any crime of a character incurring heavier penalty than imprisonment, the master shall, when the ship is not in a Swedish harbour and where the crime is not prosecuted by the authorities of the place, examine the criminal in the presence of two of the best men on board, and, at such examination, he shall also try to obtain all the information regarding the crime which can be furnished by the crew or any other person or persons. Whatever is stated at the said examination shall be taken down in writing and the correctness of the minutes shall be certified by the signatures of the persons present, after having been duly read to them. If a Logbook is kept on board the minutes shall be entered therein.

The master shall see that the criminal does not leave the ship and, for such purpose, he shall have the power, whenever it is deemed requisite, to keep the criminal in custody on

board, until he can be delivered to a Consul or to a Swedish Police authority. The master shall however be responsible, that the treatment of the criminal is not severer than necessary. [O. L. § 300.]

Respecting inquiry in similar cases before a Consul, see Consular Ordinance §§ 85, 86.
Penalty for misusing the right to keep in custody § 289.

§ 48.

As regards a third party the master shall have the right, in his capacity of master, when abroad, to enter into agreements and engagements on behalf of the owners on all matters concerning the due completion of the voyage, such as the outfit, maintenance, and provisioning of the ship, as also her chartering, and further he shall have the power to act and plead on behalf of the owners in all cases relating to the ship.

In the port to which the ship belongs, the master shall have no right to enter into any agreement on behalf of the owners, save and except for the engagement of the crew, unless specially authorized so to do. [O. L. §§ 41 & 127.]

Respecting the port to which a ship belongs see § 4.
The Relations between masters and owners § 52.
The master also represents the owner of the cargo §§ 53—56.

§ 49.

Should money be wanted when the ship is away from the port to which she belongs, for any of the purposes mentioned in § 48, the master shall have the right to procure the necessary means by loan or by selling part or parts of what belongs to the owners, or of the cargo. In case the master has borrowed money or effected any sale without valid reason, or has raised a larger sum, or sold more than required for the occasion, the validity of the rights of the lender or purchaser will thereby in no way be effected, provided the loan has been raised or the sale effected under such circumstances

that the lender or purchaser must be supposed to have been acting bona fide. [O. L. § 42.]

Steps to be taken by the master in cases of Bottomry § 176.

§ 50.

A master may not sell the ship without the consent of the owners in any other case than when she has been declared not worth repairing, after having been duly surveyed. The sale shall in such case be made by public auction.

[O. L. § 47.]

Respecting survey see § 41.
When a ship is to be considered impossible to repair see § 6.

§ 51.

Should by any special stipulation the owners have limited the powers enjoyed by the master in his capacity of master under paragraphs 48, 49 and 50, such restriction shall not apply as regards a third party, unless such party has not been acting in good faith. [O. L. § 44.]

§ 52.

During the progress of the voyage the master shall keep the owner informed respecting the condition of the ship, what has taken place during the voyage, the agreements and obligations entered into, and everything else which may be of use for the owner to know. Before taking any important steps he should, where circumstances admit, take instructions from the owner or his appointed agent. If money is needed for the requirements of the ship, and the master cannot wait for the owners' instructions, he shall adopt the course least detrimental to the owners. The master shall not sell any of the cargo except in cases of utmost need.

[O. L. § 42 sect. 1, § 48 sect. 1.]

§ 53.

The master shall take great care of the cargo during the voyage, and besides look after the rights and interests of the owner of the cargo.

§ 54.

In matters relating to a third party, the master shall, in his capacity of master, have power to enter into agreement on behalf of the owner of the cargo during the voyage as regards the preservation or further conveyance of the cargo, as also to sue in cases affecting the cargo. Should money be required for any of the last mentioned purposes, the master shall have the power to procure the necessary means by loan or by selling from the cargo, and in such cases the prescriptions contained in § 49 regarding loan and sales for the requirements of the ship shall also apply.

The duties of the master as regards the owner of the cargo § 57.

§ 55.

Should the cargo, on being surveyed in conformity with § 41, be found to be in such a state that it cannot be kept without risk of deterioration, the master shall have the right to sell the same. If the ship has been lost or been declared a constructive total loss, the sale may take place, although the property could be kept without danger of deterioration, should the survey prove that the cost of its preservation and conveyance to the port of destination would be too excessive.

[O. L. §§ 47, 179.]

§ 56.

If the power invested in the master according to §§ 54, 55 has, by any special instruction, been limited by the owner of the cargo, such restriction may not be pleaded against a

third party, except in case such party has not been acting in good faith.

§ 57.

Previous to taking any loan or selling from the cargo for the requirements of the cargo, or otherwise adopting any special measure on behalf of the owner of the cargo, the master shall, when practicable, ask for instructions from the owner of the cargo or his appointed agent. If the ship has been lost or declared a constructive total loss, it is the duty of the master, when the owner of the cargo has no agent on the spot, or his instructions cannot be awaited, according to circumstances, either to forward the goods by the cheapest mode of conveyance to the port of destination, or to cause the same to be stored or sold.

The sale of a cargo should if possible be effected by Public auction. [**O. L.** § 114 sect. 2 & 3.]

When a ship is to be considered a constructive total loss see § 6.

The duty mentioned in sect. 2 is also incumbent upon the master in the cases referred to in § 161.

§ 58.

The master is not personally responsible for the obligations he has entered into in his capacity of master on behalf of the owners or of the owner of the cargo.

The creditor enjoys the right of mortgaging his claim § 268 sect. 4 and § 276 sect. 3.

§ 59.

In the fulfilment of his duties regarding ship and cargo, the masters shall take all the care and pains expected from a good seaman. All damage and loss that the owners of ship or cargo may sustain through his fault or neglect he must make good to them. If in such case the master has acted upon the owners instructions he cannot plead such instructions in order to escape responsibility to the owner of the cargo.

If any measure has been taken in consequence of a decision passed by a general council on board, the master shall alone be responsible for the measure. [O. L. § 49.]

When master responsible to other parties see §§ 180 & 280.

§ 60.

When the ship arrives at her port of Registry on the due completion of her voyage, or, whenever the owner so wishes, the master shall deliver account. If the owner desires to disapprove of the account, he shall do so by summons within 6 months from the date of receiving it, after which time he loses his right by default.

The master shall credit the owner in his account with all extra renumeration received from charterers, owners of cargo, contractors or any other person with whom he has had to deal in his capacity of master, unless he has had the owners special consent to retain it. [O. L. § 48.]

§ 61.

The master can at any time be dismissed. Should he be part owner holding more than one half, the court shall, upon the request of the co-owners dismiss him, should there be valid reason for doing so. [O. L. § 25 sect. 1.]

§ 62.

If the master is not engaged for any particular voyage or for a fixed term and the agreement respecting his service does not otherwise contain any condition as to his right of leaving office, he shall remain on until the ship arrives at a Swedish harbour where the voyage is finished; The master to have the right, however, to leave the vessel on the completion of the voyage upon which she is engaged, should he have been in service for three years, during which time none of

the voyages have finished in a Swedish port, on condition always, that he gives notice sufficiently early as to enable the owner to procure a master in his place. If the owner, when the master thus resigns, orders the ship to return home from the place where the master had the right to leave the service, the latter is obliged to take the vessel home, even if a cargo is previously to be loaded in the port where he had the right to leave the ship, or in any other port on the home-ward road, and thereupon be discharged in any port during the voyage.

If cargo is to be discharged at the port where the master, as aforesaid has the right to resign, he shall not leave the ship before the discharging is duly completed.

Should the ship be sold to a foreign subject or otherwise cease to be a Swedish ship, the master has the right immediately to leave the service. [O. L. § 27.]

§ 63.

If a master is dismissed on account of inability or neglect in the service, he is only to receive wages for the time actually served. The same enactment is in force when a master is dismissed owing to the voyage being discontinued in consequence of war, blockade, embargo, prohibition of import or export, hinderance by ice or any damage rendering the vessel unfit for the voyage, or because the ship from any such reason is detained for any extended period at the port of departure or during the voyage.

If the ship is wrecked or declared a constructive total loss subsequent to damage being incurred, or if the ship is captured and declared a good prize, or taken by pirates, the agreement regarding the service ceases to be in force and the master receives his wages up to the day his service ceased. In case an accident has occurred the master shall however remain at the place of the casualty, in consideration of a

reasonable compensation, until the matters concerning ship and cargo have been arranged. [O. L. § 25 sect 2 §§ 50, 180.]

When the ship is to be considered a constructive total loss see § 6.

§ 64.

If the master is dismissed on account of injury received or illness, rendering him unable to command the ship, he shall receive wages up to the date of dismissal.

For any injury or illness sustained by no fault of his own, when in service, the master shall be nursed at the expense of the owners, even subsequently to leaving the service, though not for a longer time than four weeks after the dismissal. [O. L. § 50.]

§ 65.

If a master is dismissed, without any of the grounds referred to in §§ 63 or 64 being the actual cause of dismissal, he shall receive the wages guaranteed according to agreement, in case he has been engaged for any particular voyage or for a certain time, or should the agreement regarding the service otherwise contain any condition respecting the length of service.

Should there be no stipulation in the agreement regarding the length of service, and the master be dismissed in any other than a Swedish port, where by right he should obtain his discharge according to § 62, the master shall, in addition to the wages earned, receive pay for one month if dismissed at a port in the Kingdom or a foreign port in the Baltic or North sea; for two months if the dismissal takes place in any other European port; and for three months should he be discharged in any port out of Europe. In this respect the same rule as for European ports also applies to ports in the Mediterranean, the Black sea and the sea of Azov, situated out of Europe. The same regulation shall be in force when

the master leaves the service because the ship has ceased to be Swedish. [O. L. § 25 sect. 2 & § 50.]

§ 66.

In the cases mentioned in § 65, the master shall receive compensation for the calculated travelling expenses to the port of engagement, if engaged in the Kingdom, otherwise to the port to which the ship belongs, as well as for subsistence during the voyage; provided that he leaves the service at any other port than that where he had the right to claim his discharge according to the agreement. The same regulation shall be in force when a master is dismissed at a foreign port on the ground referred to in § 63 sect. 2, or is left behind at such port on account of illness, provided the owner is obliged to defray the cost of his nursing, in accordance with § 64.

The aforesaid expenses shall be paid from Public funds if the ship has been lost, or taken by Pirates, or been declared a constructive total loss subsequent to having sustained a damage, or should the ship have been declared a good prize after having been captured, provided the outbreak of the war was not known in the port when the vessel last left it, nor otherwise known to the master. [O. L. § 25 sect. 2, § 50.]

§ 67.

Should the master die when in service, his wages shall be paid up to the date of his death; If the ship is lost with crew and everything and the time of the disaster cannot be ascertained, the disaster shall be considered to have taken place when half the time, requisite for a similar ship during the same season to make the voyage from the place where the ship was last heard of to her port of destination, has elapsed.

§ 68.

If the master has made terms to receive as compensation for his services a certain proportion of the freight or any other profit accruing from the vessel's voyage, he has the right, in case he leaves the service before the completion of the voyage, to receive out of the profit of the voyage so much in proportion of the full extent of the voyage as corresponds with his time served.

If he is entitled, according to § 65, to receive the pay for a longer period, the compensation for the time subsequent to leaving the service shall be paid in the proportion of twice the wages of the chief mate. Should however certain wages have been guaranteed in the agreement of service, in addition to the aforesaid compensation, the payment for the said term shall not be fixed at a lower figure than if calculated at the rate of the said wages. In case of dispute respecting the calculation of the compensation payable to the master, the amount shall be settled by arbitration. [O. L. § 25 sect. 2.]

Respecting arbitrators see § 331.

§ 69.

Subsequent to the clearance out of the ship, the vessel being otherwise ready for sea, the master cannot be stopped from proceeding for any debt, nor can anything of what he has brought on board for the requirements of the ship be seized or sequestrated. [O. L. § 50.]

FOURTH CHAPTER.

THE CREW.

§ 70.

When a seaman, registered in any of the Mercantile Marine Offices (= Sjömanshus), is engaged, the Shipping Book

(= Sjöfarsbok) granted to him by the Mercantile Marine Office, when registered, ought to be delivered to the master who shall keep the same until the seaman leaves the service.

Respecting the Shipping book see Mercantile Marine Office Instructions § 11 sect. b §§ 17, 19.

§ 71.

Each member of the crew on being engaged shall be provided with an Account book (= Motbok) delivered to him by the master, in which an entry shall be made of the voyage or the term for which the seaman has been engaged, and of his capacity on board, as also of the wages agreed upon; If the wages are fixed at a certain amount for the voyage a remark shall be made in the Account book stating the length of time calculated for the voyage. In all cases when the wages according to the stipulations herein after referred to should be reckoned for a certain term, such entry as aforesaid shall be observed when calculating the amount of wages.

Any advance given to the seaman on his engagement and any cash on account of his wages paid during the voyage shall be duly entered in the Account Book.

For further information regarding the »Account Book» see R. O. respecting engagement and discharge of seamen &c &c of 4 June 1868 §§ 6 & 8.
Wages fixed at a certain amount for the voyage may have to be counted for a certain period in the cases referred to in §§ 82, 83, 85—96, 99 and 102.

§ 72.

With regard to the engagement and discharge of seamen and the matters to be observed in connection therewith, His Majesty's ordinances shall be in force.

See R. O. of 4 June 1868.

§ 73.

If a seaman has engaged himself to several and those engaging dispute who has the best claim, the one who first

engaged the seaman shall have priority. In case the Shipping Book has been delivered to the last person engaging and such person had no knowledge of the former agreement, he shall have the better right.

Penalty for engaging with more than one master §§ 285 & 297.

§ 74.

Every seaman engaged shall appear on board to commence working within fortyeight hours from his engagement, unless another time to be on board has been fixed by the master. The seaman, after coming on board, may not leave the ship without the consent of the master. When not otherwise agreed, the wages shall be reckoned from the day the seaman came on board and inclusive of it. [O. L. § 51.]

§ 75.

If a seaman, who has been engaged or has bound himself in writing to appear at a certain date, or who can be proved to have been served with a written summon to appear at a certain date, neglects to appear on board in due time or leaves the ship without the consent of the master, or should he fail to return in proper time, having obtained permission to go on shore, the master shall have the right to apply for assistance to the Police Authorities in order to get the seaman on board.

Any expense incurred to get the seaman on board may be deducted from his wages. [O. L. § 52.]

Penalty for the above mentioned offences §§ 102. 297. 298 & 300.
Respecting Consul's assistance to get a seaman on board see Consular Ordinance § 82.

§ 76.

The regulations laid down in § 69 regarding masters are also in force as regards the crew. [O. L. § 62.]

§ 77.

Every member of the crew shall conduct himself soberly, quietly and steadily, carefully observe all the rules and prescriptions for the maintenance of order and discipline on board, treat his superiors with respect and receive their orders attentively and by suitable and distinct replies indicate that the orders have been comprehended.

Penalty for offences against the above rules see §§ 102 & 308.

§ 78.

Every member of the crew shall, whether at sea or in port, strictly obey the orders of their superiors as regards the service, carefully look after ship and cargo, and in every respect with zeal and care perform the duties be it night or day, holiday or working day. All loss or damage caused by the fault or neglect of the seaman in the service he shall be bound to make good.

Should the ship get into distress, the crew shall do everything in their power to salve the ship and may not abandon her before the master, except with his consent.

[O. L. § 53.]

Regarding the masters right to exercise coercion when a seaman refuses to obey see § 101.

Penalty for offences against the above law §§ 102, 301, 303. 306 & 308.

§ 79.

The particular duties of the mate are as follows viz: to assist the master in the navigation and in all the observations and calculations in connection therewith; to assist in keeping the ship's Logbook and to manage and control the rest of the crew; to look after the ship, the appurtenances and provisions. When a cargo is loaded, he shall keep account of the goods and shall be responsible to the master for everything he receives and for the stowage of the cargo. In case the mate

is keeping the Logbook, he shall be responsible for its correctness.

Whenever the master is absent or prevented, the mate shall decide instead of the master in all cases in which the latter has not given instructions, provided always that the decision to be taken cannot be differed. In case the master should die or otherwise be unable to navigate the vessel, or should he quit the service, the mate shall take his place until a master has been appointed in the manner prescribed in § 30.

[O. L. § 54.]

For the Qualification of a mate see R. O. respecting officers on board Swedish merchant ships of 22 Nov. 1878 § 5.

§ 80.

The particular duties of the Engineer are as follows viz: to look after the Boilers and Engines of the ship; to be responsible for their proper working and supervision and to manage and control the crew engaged for such purpose. He shall keep the Engineers Logbook, under supervision of the master, and be responsible for its correctness.

For the Qualification of an Engineer see R. O. regarding officers on board Swedish merchant ships of 22 Nov. 1878 §§ 11 & 12.

§ 81.

No member of the crew shall carry with him merchandise, either for his own or for any other persons account, without the permission of the master. In case of offence the Law laid down in § 28 shall be applicable. Should there be reason for the master to believe that merchandise has been carried by the ship without permission, or that anything has been brought on board which may cause disorder amongst the crew, or the carrying of which may expose the ship or cargo to danger, he shall have the right to cause the places, where the crew keep their things, to be thoroughly searched.

The master shall have the right either to put on shore everything thus brought on board without leave, or have it thrown over board, should the matter not be discovered before the ship has proceeded to sea and the goods cannot be kept on board without danger. [O. L. § 63.]

Penalty for bringing goods without leave, the carrying of wich exposes ship and cargo to danger, see § 307.

§ 82.

When engaged the seaman shall remain in service until the ship arrives at the port of engagement, or, if engaged in Sweden, at any other Swedish port where the voyage terminates, unless othervise stipulated in the agreement. If engaged for a certain term and such term expires during the voyage, he shall accompany the ship to the nearest loading or discharging port. If engaged for a certain voyage and such voyage is altered before the ship sails from the port of engagement, the seaman shall have the right there to obtain his discharge; Should the alteration be made during the voyage, he shall remain with the ship until the voyage is terminated, provided the ship, owing to the alteration, has not to proceed to a foreign instead of a home port, or to a port out of Europe instead of a European port, in which cases the seaman shall have the right to obtain his discharge in the first port at which the ship calls subsequent to the alteration; In such respects the same rule as for European ports also applies to ports in the Mediterranean, the Black sea and the sea of Azov, situated out of Europe.

Any seaman leaving the service on account of alteration of the voyage shall receive wages for the time during which he has served. [O. L. § 55, § 70 sect. 2.]

A note shall be made in the account book regarding the time or voyage contracted for § 71.

Respecting claim for higher wages or travelling expenses when the voyage is altered, see §§ 94 & 97.

§ 83.

Irrespective of the stipulations in the agreement regarding the length of the service, the seaman shall have the right to obtain his discharge at the first place of calling for the purpose of loading or discharging, when he has been serving for two years subsequent to the last engagement on board, or, three years if on a voyage beyond the Cape of Good Hope or Cape Horn. Should, however, the vessel be bound hence to a port where the seaman has the right, according to the agreement, to obtain his discharge, he shall follow the ship to such place, even if a cargo is previously to be loaded in the port where the seaman had the right to leave the ship or in any other port on the home-ward road and thereupon to be discharged in any port during the voyage.

The wages are in such cases to be paid in the manner mentioned in § 82. [O. L. § 70 sect. 5.]

§ 84.

Any seaman who has the right to obtain his discharge on the ground of any stipulation in the agreement or in accordance with § 82 or § 83 shall however be bound to render necessary assistance, if the master should so require, in the discharging of the cargo or ballast and in the mooring, unrigging or laying up of the ship, and for such purpose the master may postpone the discharging of the seaman until the aforesaid works are finished, such delay, however, shall not exceed seven days from the date of the arrival of the ship.

[O. L. § 71.]

§ 85.

Any seaman proving that he can get the command of a ship, shall have the right to obtain his discharge if he procures an able substitute without incurring any extra expense to the owners. The same law shall hold good when a seaman,

engaged in an inferior capacity, is offered a situation as chief mate or responsible Engineer.

If war breaks out entailing danger to the ship of being captured on account of her nationality or the nature of the cargo and the direction of the voyage, the seaman shall also have the right to obtain his discharge.

In the above mentioned cases the wages are to be paid in the manner mentioned in § 82. [**O. L.** § 70 sect. 1 & 3.]

§ 86.

Any seaman proving that the master has illtreated him or neglected to give him protection claimed against illtreatment from any other person on board, or not given him sufficient or fit provisions, shall have the right to obtain his discharge.

Any seaman leaving the service from any such reason shall receive wages for the term served and one month in excess. Should the seaman be leaving the service at any other place than the place of engagement he shall also receive wages for the time calculated for travelling to the port of discharge, should any such port be stipulated in the agreement, otherwise to the port of engagement. Should however the wages be fixed at a certain amount for the voyage, the compensation may not exceed the said amount. If the seaman is leaving the service at any other place than the place of engagement, he shall be paid in cash an amount corresponding to the travelling expenses to the place of discharge, if any such place has been agreed upon, otherwise to the place of engagement, together with expenses of maintenance during the voyage. [**O. L.** § 70 sect. 4.]

Compare § 100.

§ 87.

If the ship is not in a seaworthy condition for the intended voyage and the master fails to take the measures requisite

to put the vessel in seaworthy condition, the crew shall have the right to obtain their discharge. When more than half the number of the crew request that the seaworthiness of the ship should be ascertained, it is the duty of the master for such purpose to cause the vessel to be surveyed in the manner stipulated in § 41. Should such request, however, not be made before a cargo has been loaded, the master shall not be bound to yield to such representation unless the mate or engineer is a party thereto. If the master does not yield to the representation, the seaman shall have the right to be discharged and to receive his wages and travelling expenses according to § 86.

If on surveying the ship, it is found that there was no reasonable ground for complaint, the parties requesting the survey shall compensate all loss and expense occasioned thereby.

Penalty for undue request for survey § 302. Compare § 100.

§ 88.

Should the ship be sold to any foreign subject or otherwise ceases to be Swedish, the seaman shall have the right immediately to be discharged and to receive wages and travelling expenses according to § 86. No other change in the ownership nor change of master shall constitute any valid reason for the crew to leave the service.

[**O. L.** § 70 sect. 2 & 6.]

When ships are to be deemed Swedish ships see § 1.

§ 89.

Any seaman found unfit for the capacity in which he has been engaged, may be discharged, wages being paid to him up to the time of discharging.

The same law shall also apply to the following cases; (that is to say)

1. When a seaman has committed any act of violence against the master or any other of his superiors;

2. When a seaman has been found guilty of having concealed on board dutiable goods or goods prohibited to be exported from the port of departure or imported into the port of destination;

3. When a seaman has been repeatedly punished by the master for faults in the service or for breach of order and discipline on board and has failed to amend his conduct.

If the seaman, found unfit for the capacity in which he has been engaged, is not discharged, the master shall have the right, for the time subsequent to reduce his wages according to circumstances but in no case to more than one half. The seaman shall have the right, however, to appeal against the decision in the manner laid down in § 104.

The circumstances leading to the discharge of the seaman or to the reduction of his wages should be put down in writing and such entry should thereupon be certified by two of the best men on board, after having been duly read to the seaman and the rest of the crew. If a Logbook is kept, the entry shall be made therein. Decisions as to reduction of wages shall have no effect, unless the aforesaid prescriptions have been duly observed by the master. [**O. L.** § 68.]

Penalty for offences sec §§ 102, 304, 305, 307 and 308.
Compare § 100.

§ 90.

If a seaman falls ill or gets injured, the master shall provide for the requisite nursing on board or on shore. If from illness or injury rendered unable to work for any longer period, or if suffering from venereal disease, the master shall have the right to discharge him. In case a master is obliged to leave a sick seaman behind at a foreign port, he is to deliver him into the charge of the Swedish Consul, or, sould no such official reside in the port, he shall otherwise take care that the seaman receives proper nursing.

If a seaman is discharged on account of illness or damage through his own gross-carelessness or on account of venereal disease, his wages are only to be paid for the time served and the expenses in connection with his nursing and treatment may be deducted from the wages due. If he is not discharged, he is not to be paid wages for the time he is unable to work, and shall be bound to reimburse the expenses incurred for nursing and treatment.

Any seaman who otherwise falls ill or gets injured in the service shall draw full wages and shall be doctored and cared for at the expense of the owners, as long as he remains in the service. If he is told to leave the service he shall receive his wages until the date of discharge, or, should no discharge take place, up to the day the ship sails, in addition to which he is entitled to nursing and treatment at the expense of the owners for a term of four weeks reckoned from the day when his right to wages ceased.

Should, in a port where no Swedish Consul resides, the master have been obliged to make any disbursement for the nursing and treatment of a Swedish sailor, which the owners according to the foregoing paragraphs are not bound to pay, or, should he have had to advance more than the owners are liable to pay, the latter shall be reimbursed from public funds.

[O. L. §§ 64, 65.]

Compare Consular Ordinance §§ 93—95.

Treaties with regard to the mutual relief of distressed seamen have been concluded with certain foreign powers. For further information see Consular Ordinance § 95.

Respecting right to travelling expenses of seamen left behind see § 98.

§ 91.

If a voyage is discontinued owing to war, blockade or embargo, prohibition of export or import, hinderances by ice, or damage, which renders the ship unfit for the voyage, or should the ship from such reason be detained for any considerable length of time, the crew may be discharged on being

paid wages up to the date of dismissal. Should the ship be wrecked or declared a constructive total loss after having sustained damage, or if she is captured and declared a good prize or taken by pirates, the agreement shall cease to be in force, and the crew shall receive their wages up to the date on which the service ceased. It is the duty of the crew, however, in case a casualty has occurred to assist in the salvage in consideration of proper compensation, as well as to remain until the protest has been extended.

[**O. L.** §§ 56, 58, 59 and § 181 last section.]

When a ship is to be considered a constructive total loss see § 6. Respecting right to passage home § 98.

§ 92.

If a voyage be discontinued from any other reason than those mentioned in § 91, or, should a seaman otherwise be discharged without valid reason, he shall receive wages and travelling expenses in conformity with the stipulations contained in § 86. Should, however, the ship be laid up for the winter in any foreign port and the crew on such account be discharged, the one month extra wages stipulated in § 86, shall not be paid. [**O. L.** §§ 57, 60 & 69.]

§ 93.

The wages of a deceased seaman shall be paid up to the date of death, unless his right to wages has previously ceased on account of illness or from any other cause. The burial expenses are to be paid by the owner.

If the vessel is lost with all hands and no information can be obtained as to the time of the calamity, the wages are to be calculated in accordance with the Law laid down in § 67. [**O. L.** § 66.]

Regarding the master's duty in case of the death of a seaman see § 46.

§ 94.

If a seaman is engaged at a fixed amount for the voyage and the voyage is subsequently altered, so as to last longer than anticipated at the time of engagement, the seaman shall have the right to an adequate addition in wages. Should, on the other hand, the time served be shortened on account of such alteration of the voyage, the wages agreed upon shall in every case be paid in full. Extra wages shall also be paid in case the time calculated for the voyage is exceeded, not only for the delay caused by the master or owner but also for the time, during which the ship must remain in harbour on account of war, blockade, embargo, prohibition of export or import, or hindrances by ice, or, in case the ship has had to call at a port of distress for repairing, or for the sake of the cargo, for the time the vessel has been thus detained; and further for the time the ship has been demurred over and abore the stipulated laying-days. Extra wages are, however, not to be calculated for any delay of less duration than eight consecutive days. [**O. L.** § 55 sect. 2.]

Entries respecting the calculated duration of the voyage shall be made in the account book § 71.

§ 95.

If the number of crew is reduced during the voyage and the work on board nevertheless is performed by those remaining, the wages of the men missing shall, for the time the ship is at sea, be divided amongst the men remaining in the proportion of the increase of work.

Such division of wages cannot be claimed where the number of the crew is reduced through desertion, under such circumstances that the remainder of the crew might have prevented it. [**O. L.** § 67.]

If a seaman leaves the ship during the voyage, it is the masters duty, as speedily as possible, to engage a substitute R. O. of 4 June 1868 respecting the engagement and discharge of seamen § 8.

§ 96.

Should the master find it necessary in urgent cases to order the crew to perform work for the loading or discharging of the vessel on Sundays or other days kept holy in the Kingdom, each of the crew partaking in the work shall receive an extra compensation at the rate of half a day's wages for every two-hours of working time commenced.

The above regulation shall not apply on board ships plying regulary between certain places in accordance with a previously published itinerary.

Compare § 44.

§ 97.

If a seaman has been engaged for a certain voyage, and such voyage on account of any alteration as to port of destination, should end at another port than that at which discharging should take place according to the agreement, he shall be entitled to compensation in cash for travelling expenses corresponding to the cost of travelling to the port of discharge and for subsistence during the voyage. [**O. L.** § 60 sect. 1.]

§ 98.

If, from any of the reasons mentioned in § 91, the service of a Swedish seaman ceases at a foreign port, or if a Swedish seaman is left behind at any such port on account of illness or injury, for which he is entitled to nursing and treatment at the expense of the owners, in accordance with § 90, the seaman shall have the right to a passage to the nearest Swedish port.

If the ship is lost, or taken by pirates or declared a constructive total loss subsequent to having sustained a damage, or, should the ship have been declared a good prize after

having been captured, provided the out-break of the war was not known in the port when the vessel last left it, nor otherwise known to the master, the cost of conveyance home shall be paid from public funds.

The foregoing shall also be applicable to Norwegian seamen, who have served on board Swedish ships, as long as similar provisions are in force in Norway.

Norwegian seamen shall, however, be sent to the nearest Norwegian port. If an employment for a seaman, who is to be sent home on such grounds as aforesaid, can be found on board a Swedish, Norwegian or Danish ship bound to the country to which the seaman shall be sent, or to a port whence he can be conveniently conveyed home, the seaman shall be bound to accept the employment, provided always that he is engaged in the same capacity as before and on equally favourable terms. [**O. L.** § 60 sect. 1, § 64 sect. 2.]

Compare Consular Ordinance §§ 93—95.

§ 99.

Any seaman shall have the right to receive during the voyage up to two thirds of his wages, as they are earned; when the ship is in port the wages, are to be paid in cash, but, should the seaman desire to obtain anywhere else the amount claimed as wages, the master shall have the right to give him an order on the owners for the amount. The master shall have the right to retain one third of the wages until the seaman is discharged.

Should the seaman at the final settlement be found to have received in advance more than is due to him from wages, he shall nevertheless keep what he has so received, in cases where his service has ceased from any of the reasons mentioned in §§ 86, 87 and 88, § 90 sect. 3 and §§ 91, 92 and 93. [**O. L.** § 56 sect. 2, § 57 sect. 2, §§ 58 and 61.]

Respecting seamens money remittances from foreign ports see Board of Trade's (= Kommersekollegium) circular of 15 December 1868.

§ 100.

If a seaman is dissatisfied with the account of wages made up by the master for his discharge, he has the right to request the officer authorizing the discharge to verify its correctness.

Disputes between the master and any of the crew on matters regarding the service, shall be referred, when the ship is in foreign ports, to the Swedish Consul of the place, or, should there be no such officer, to the first Swedish Consul met with during the voyage.

The shipping master's or Consul's decision shall hold good until the matter can be laid before a Swedish court of Justice.

Penalty of masters for non-observance of such decision § 295.

Compare R. O. regarding the engagement and discharge of seamen of 4 June 1868, §§ 11, 12 and 13; Shipping office Regulations § 11 sect. f and Consular Ordinance § 87.

§ 101.

If a seaman refuses to obey orders, or is otherwise unwilling in the service, the master or any person in command in his stead, if the master is abent or prevented, shall have the right to make themselves obeyed by force. When the ship is in danger, or if signs of mutiny appear amongst the crew, or, if it in any other way becomes urgent, the master shall have power to use such force as may be necessary to make himself obeyed or to reestablish order on board, and it shall be the duty of every member of the crew on similar occasions, even without being requested to do so, to render the master all necessary assistance.

Should the person refusing obedience suffer injury the doer shall be blameless unless it be proved that more force was used than circumstances rendered necessary.

[**O. L.** § 299 sect. 2.]

Penalty for improper use of the aforementioned right, see § 289. Penalty incurred by a seaman refusing to obey, see § 303.

§ 102.

The following punishment, in way of forfeiture of wages, may be imposed by the master for offences of any of the characters mentioned below committed by any of the crew, to wit:

1. Not exceeding half a month: if any one deserts his post at the wheel, or leaves the lookout, or is found asleep or drunk on such post, or if any one shews carelessness respecting fire, or behaves disrespectfully towards any of his superiors, or is disobedient in the service;

2. Not exceeding a quarter of a month: if any of the crew misses his watch or any other work given to him, or is found asleep or drunk in the service, or if any one secretly brings brandy or other intoxicating liquors on board, or without permission takes away his effects from the ship;

3. Not exceeding a quarter of a month: if any one goes on shore without permission, provided he returns the same day; and not exceeding half a month if he returns later;

4. One or two days: if any of the crew goes on shore having obtained permission and returns on the day appointed but not in proper time, and, not exceeding a quarter of a month if he returns later than the day appointed.

5. Not exceeding four days: if any of the crew without permission leaves the boat or other vessel by which he has been sent on shore, causes quarrel or other disturbance on board or otherwise in the service, or allows strangers to come on board or to conceal themselves in the ship, without permission, or otherwise commits any breach of order and discipline.

Should the offender be a mate or engineer, he may incur the forfeiture of wages for any term not exceeding twice the time stipulated for seamen.

Any one repeating an offence, for which he has already been punished, shall incur the forfeiture of wages for double the term aforesaid.

The amount of forfeitures incurred as aforesaid may never exceed half the amount of the wages, which at the final settlement are found to have been earned by the offender during the voyage.

In lieu of forfeiture of wages, in the cases abovementioned, the master can arrest the offender for a term, however not exceeding forty eight hours for each time.

[O. L. § 68 sect. 1.]

How the wages forfeited are to be applied, see § 105.
Penalty for improper use of the right to punish, see § 289.

§ 103.

Previous to excercising the right to punish given the master in accordance with § 102, he shall examine the person accused of the offence in the presence of two of the best men on board; such examination is however not to take place before the lapse of twelve hours subsequent to the committal of the offence, unless special reason exists for examining earlier.

The particulars of such examination shall be recorded in writing, as well as the punishment imposed by the master, whereupon the record, having been read to the offender and the witnesses, shall be certified to be correct by the respective signatures of those present. If a Logbook is kept the record shall be entered therein.

No decision as to forfeiture of wages shall have any effect, should the master have failed to comply with the above prescriptions. [O. L. § 68 sect. 2.]

Penalty for neglect in observing the regulations herein above given, see § 289.

§ 104.

Should the seaman be dissatisfied with the decision by which the master has imposed forfeiture of wages, he shall

give notice at the time of the discharge or lose his right of pleading. In case of a complaint, the officer, who effects the discharge, shall investigate whether the regulations given in § 103 were observed when the punishment was imposed, and also, should the said rules have been properly observed, whether the punishment ought to be considered lawful and reasonable, and decide accordingly; any person dissatisfied with the decision, shall have the right, within a year from the date of discharge, to plead his case before a Swedish Court of Justice. Should the seaman leave the ship without being discharged and desire to complain of such punishment as aforesaid, he shall summon the owner or master before a Swedish Court of Justice within a year from the date of his leaving the service, otherwise he shall lose his right to plead.

At the request of the seaman, he shall be furnished with a copy of the record made with regard to the punishment imposed in accordance with § 103.

The decision of the officer effecting the discharge shall be observed at the final settlement, see § 100.

§ 105.

Wages forfeited by seamen on account of punishments, imposed in accordance with § 102, shall go to the Mercantile Marine Office of the place to which the ship belongs, with deduction however of any amount requisite for the compensation of cost and damage incurred by the owners through the fault of the defendant during the voyage over and above the money actually due to the seaman. The amount due to the Mercantile Marine Office shall, at the time of discharging, be delivered to the officer effecting the discharge, or, should the seaman leave the ship without discharging, the master shall render account to the Mercantile Marine Office.

§ 106.

If a seaman deserts and does not of his own free will return before the departure of the ship from the port where

the desertion takes place, his unpaid wages and effects left on board shall be forfeited to the owners. If insufficient to cover the loss sustained by the owners on account of the desertion, the latter shall be entitled to sue the offender for the difference. No wages are to be paid for the time a seaman absents himself from the ship without leave. [O. L. § 294.]

A seaman who has deserted forfeits all right to obtain support from the Mercantile Marine Office. (Mercantile Marine Office Instructions § 20) as well as pension from the pension fund of the Mercantile Marine. See Rules of the Mercantile Marine Pension fund § 5.

Penalty in case of desertion §§ 298, 300.

§ 107.

Should there be reason to suspect that desertion is intended, the master may keep the effects of the crew in special custody so long as there is any danger of desertion.

If a seaman is found trying to desert, or if the deserter is apprehended, the master shall have power to imprison him on shore or on board until the ship sails.

§ 108.

Any person engaged on board, not being a member of the actual crew, shall be bound to observe the prescriptions given by the master with regard to order and discipline on board, and to perform any work which the master considers necessary to charge them with for the safety of the ship. If such persons have been engaged by the owners or the master, they shall enjoy the same rights as the crew. The enactments contained in §§ 81, 101 and 102 with reference to the crew, shall also apply to any other person or persons employed on board. [O. L. § 72.]

FIFTH CHAPTER.

CHARTERING.

§ 109.

Agreements respecting the carrying of goods shall be made in writing »Charterparty», should any of the parties so desire. [O. L. § 73.]

§ 110.

The chartering of a whole vessel does not include the open decks nor the cabins or other spaces intended for the accomodation of the crew, or for ships stores, provisions, fuel or other requisites necessary for the voyage, unless specially agreed upon.

Except with the consent of the charterer, no goods shall be carried for any other person on deck or in any of the abovementioned spaces. Should goods nevertheless be so carried, the owners of the ship shall have to pay freight to the charterer, together with such compensation for the damage and loss sustained on account of the carrying of the goods, as arbitrators may decide to be right. [O. L. § 75.]

The master is not allowed to carry merchandise in any of the aforesaid spaces, except with the consent of the owners. See § 28.
Respecting arbitrators see § 331.

§ 111.

If the ship is not in the port of loading and ready to take in cargo at the time stipulated in the charter-party, the charterer shall have the right to annul the agreement and, moreover, be entitled to compensation for all the damage and loss suffered on account of the delay as proved by arbitrators, unless the delay can be proved to have been caused by cir-

cumstances beyond the control of the owners, master or crew. Should not the charter contain any stipulation regarding the time for the commencement of the loading, the charterer has no right to annul the agreement on account of any delay, unless such delay is substantially proved to have been caused by the owners, the master or the crew.

If the charterer wishes to claim compensation for delay, although the agreement is not annulled, he must make a statement to that effect to the master before his goods are delivered for shipment, otherwise he forfeits his claim.

[O. L. § 93 sect. 1.]

Regarding consequences of a delay subsequent to the taking in of the cargo see § 125.

Respecting arbitrators see § 331.

§ 112.

A charterer shall be able to transfer to another person his rights according to the charterparty, but shall nevertheless be responsible for the engagements binding upon him according to the agreement. [O. L. § 116.]

§ 113.

Except with the consent of the charterer, his goods shall not be forwarded in another ship than that chartered, unless any of the exigencies referred to in §§ 159 and 160 should cause such action to be adopted. Should such forwarding nevertheless take place, the charterer shall be entitled to such compensation for any damage and loss sustained thereby as arbitrators may prove to be due. [O. L. § 85.]

Respecting arbitrators see § 331.

§ 114.

If no fixed place of loading is stipulated in the agreement, the charterer of a whole ship shall be able to claim that the ship shall be berthed in the place he appoints, provided nothing

prevents the ship from being so berthed, or to remain there afloat and without danger during the loading, and to sail from the place with her cargo on board. If the charterer desires to have the ship berthed as aforesaid, it shall be his duty on requisition to furnish the master with proper directions without delay.

If several persons have chartered the ship each holding a certain portion and they all agree as to a particular place of loading, they shall be entitled to the rights of a charterer of a whole ship, as mentioned above.

When a whole ship or portion thereof is chartered the master shall be bound, at the request of the charterer, to move the vessel from the place where she has been berthed for loading to any other convenient loading-place. The charterer shall compensate the master for such moving, and, should any dispute arise, such compensation shall be decided by arbitration. [O. L. § 77 sect. 1, § 80 sect. 1.]

The time required for the moving of the ship, referred to in sect. 2 shall be included in the layingdays see § 119.
Respecting arbitration see § 331.
Corresponding stipulations are in force as regards discharging see § 135.

§ 115.

Any person loading goods the carrying of which endangers the ship or any other portion of the cargo, without stating the character of the goods, or observing the regulations given for the conveyance of such goods, shall be liable to pay all cost and damage incurred. In case of dispute the conpensation shall be determined by arbitration. The same law shall also apply, should any person ship goods without the masters knowledge or make a false statement regarding the goods loaded. The person shipping the goods shall also be liable to pay the highest freight ruling for similar goods at the port of loading for the intended voyage.

Goods loaded as aforesaid may be re-landed at the expense of the shipper, or thrown over board, if the matter be not

discovered before the ship is at sea and the goods can not remain in the ship without danger. [O. L. §§ 82, 83.]

Respecting the conveyance of gunpowder, other explosives and inflammable oils see R. O. of 1 Oct. 1858, 21 Oct. 1869 and 26 Nov. 1875.

If a seaman is bringing on board anything endangering ship or cargo, see §§ 81 & 307.

Goods loaded without the knowledge of the master, are not made good in general average, see § 190 sect. 1.

Respecting arbitration see § 331.

§ 116.

When loading, it is the duty of the charterer to bring the goods alongside the ship; other loading expenses as well as the cost of stowing the goods and of necessary dunnage and trimming are to be borne by the owners.

If a certain place for the loading of the cargo is fixed by agreement, but the ship's draught is too heavy to admit her berthing there, the owners shall pay for the bringing of the goods alongside the ship. The same law shall also apply, should no special place of loading have been agreed upon, but the ship be unable to enter the harbour fixed in the charter-party owing to the aforesaid reason. [O. L. § 81.]

Respecting the responsibility of the owners with regard to the cargo see § 142.

Corresponding stipulations regarding the discharging of goods see § 136.

§ 117.

Unless with the consent of the shipper, his goods are not to be loaded on deck or in any of the ship's boats nor be hung over the side. [O. L. § 86.]

As a rule such goods are not made good in general average see § 190 sect. 2.

§ 118.

If the whole or a certain portion of the ship is chartered, the master shall have to remain, without compensation, for a certain length of time for the delivery of the goods (Laying

days). Should the loading not be completed before the expiration of the laying days, the master shall be obliged, in consideration of compensation, to give further time for loading (Days on Demurrage). The laying days together with the days on demurrage form the ship's time for loading.

The time for loading shall be counted from and including the day (not Sunday or Holiday) immediatily following the day on which the ship is ready to receive cargo and due notice of such readiness has been given by the master to the shipper, and the ship moreover has been moored into the berth, which in accordance with § 114 may have been directed. Should such notice however, be given on a Holiday or later than 4 o'clock PM on a working day, it shall he counted as given on the working day next following. If the shipper is unknown or cannot be found, the notice shall be inserted in one of the local newspapers or otherwise be made known in the manner customary in the place. [O. L. § 77.]

Respecting time for discharging see § 137.
That the master is bound in certain cases to remain for the sake of loading, over and above the time fixed for loading see § 122.

§ 119.

Failing any special agreement, the different laying days for steamers and sailing ships are to be calculated in the following manner viz:

	Register Tonnage.	For sailing ships.	For steamships.
For vessels not exceeding	50	4 days	2 days
» » above 50 but not exeeding	100	6 »	
» » » 100 » » »	150	7 »	3 »
» » » 150 » » »	200	8 »	
» » » 200 » » »	250	9 »	
» » » 250 » » »	300	10 »	4 »
» » » 300 » » »	400	11 »	
» » » 400 » » »	500	12 »	
» » » 500 » » »	600	13 »	5 »
» » » 600 » » »	750	14 »	
» » » 750 » » »	900	15 »	6 »

	Register Tonnage.	For sailing ships.	For steamships.
For vessels above 900 but not exceeding	1,100	16 days	7 days
» » » 1,100 » » »	1,350	17 »	8 »
» » » 1,350 » » »	1,650	18 »	9 »
» » » 1,650 » » »	2,000	19 »	10 »

If the ship's burden exceeds 2,000 Register tons an additional laying-day is to be counted for every 400 tons over and so on.

Sundays and Holidays are not to be counted as laying days, nor the days during which loading has been rendered impossible owing to any hinderance in connection with the ship. Should, however, such hinderance not have lasted more than half a workingday, deduction is only to be made for half the day. Should by agreement the laying days have been fixed at a certain number of consecutive days, Sundays and Holidays are also counted as laying days.

Any delay caused by moving the ship from one loading place to another as referred to in § 114 sect. 2 shall also be included in the laying days. [O. L. §§ 78, 80 sect. 2.]

§ 120.

Unless otherwise agreed, the number of days on demurrage shall be calculated at half the number of the laying days and are to be counted as consecutive days. Compensation for demurrage shall be paid, unless otherwise agreed, at the rate of thirty öre per day for each ton of the ships burden, if the vessel is a sailing ship, and at the rate of forty öre, if the vessel is a steamship. This compensation for demurrage shall be paid for any part of a day as for a whole day, in case such part exceeds more than half a day, but otherwise only for half a day.

The said compensation is due for payment day by day. [O. L. § 79.]

The owners are entitled to a lien on the cargo for the aforesaid compensation in accordance with § 276 sect. 4; but should the Bill of Lading

contain no endorsement regarding the claim, such unpaid compensation cannot be claimed from the receivers of the cargo, see § 144.

§ 121.

The above enactments respecting a certain time for loading shall not apply to ships trading regularly between certain ports according to an itinerary previously announced.

The same regulation is in force as regards discharging, see § 137.

§ 122.

The master is not bound to receive goods for loading subsequent to the expiration of the loading time. All goods delivered within the said time, the master shall be bound to receive, even if the ship should be detained over the loading time, by the loading and stowing of the said goods. The charterer shall however be bound to pay compensation for all damage and loss occasioned thereby, the amount of which, in case of dispute, shall be determined by arbitration and shall never be fixed at a lower figure than for days on demurrage.

Respecting arbitration, see § 331.

§ 123.

If the chartering refers to general cargo it is the duty of the shipper to deliver the goods for loading, on requisition being made by the master.

Should the shipper be unknown or impossible to find, notice is to be given in the manner prescribed in § 118. If, in spite of due notice having been given, the goods are not delivered in sufficient time to allow of their being conveniently loaded and stowed, the master shall not be bound to receive the goods, but the charterer shall nevertheless be bound to pay the freight in full.

The duty of the master to notify the shippers of cargo, as herein mentioned, shall not apply to ships referred to in § 121. **O. L.** § 90 sect. 1

Respecting charterer's right to deduction from freight in case of other goods being loaded in lieu, see § 130.

§ 124.

When loading takes place, the master himself or the mate on his behalf shall issue, at the request of the shipper, a receipt for the goods received, according as delivered. When the master signs the Bill of Lading such receipts for cargo should be returned to him. In case the goods should be discharged before the Bill of Lading is made out, such said receipts should be returned when the goods are delivered.

[O. L. § 95 sect. 1.]

When Bill of Lading is to be issued, see § 132.

§ 125.

It shall be the duty of the shipper to furnish the master with all necessary documents respecting the cargo within the time fixed for the loading; should he fail to do so, and the ship's departure be thereby delayed over and above the loading time, the owners of the ship shall be entitled to compensation for the delay, according to the rules laid down in §§ 120 and 122.

It shall be the duty of the master to take care that the ship can proceed on the voyage as soon as the cargo is on board and the requisite documents have been delivered. If the master neglects to do so, or otherwise delays the commencement of the voyage without valid reason, the charterer shall be entitled to such compensation for damage and loss caused by the delay as may be proved proper by arbitrators, and shall have the right to annul the agreement should there be cause for so doing. [O. L. § 93 sect. 2, § 94.]

Respecting arbitrators, see § 331.

§ 126.

Charterer of a whole ship shall have the right to annul the charter party in consideration of the payment of half the

freight, together with compensation for demurrage and any further delay which may have already occurred, provided he gives notice thereof to the master before the ship has commenced the voyage to which the charter refers; should no cargo have been delivered at the expiration of the loading time, the charter shall be considered annulled on the part of the charterer, in spite of no notice having been given. If the charter refers to several voyages, half freight shall be paid for the first and one quarter of the freight for each of the other voyages referred to; should the agreement however only refer to a voyage to a certain port and thence direct back, half freight shall likewise have to be paid for the return voyage.

If goods are not delivered to the quantity stipulated in the agreement, the master shall not be obliged to commence the voyage before the charterer has either paid freight for the goods not sent, together with the costs which the owners may incur on account of the neglect of the charterer to deliver full cargo, or else has placed security for the owners claim; if payment, though asked for, is not effected or security given before the expiration of the time of loading, notwithstanding requisition having been made, the master shall have the right to consider the charter annulled on the part of the charterer, and the latter shall pay freight and compensation as aforesaid.

If a Bill of Lading has already been made out for the goods loaded, the prescriptions contained in § 141 shall be applicable. [**O. L.** § 87 sect. 1 & 2.]

Respecting the right to annul the agreement on account of any hinderances for the commencement of the voyage, see § 159.

Respecting the annulment of the agreement subsequent to the commencement of the voyage, see § 128.

§ 127.

Where goods already laden must be unladen on account of the annulling of the charter in any of the cases referred to in § 126, the owners are entitled to compensation for all expenses

in connection with the loading and unloading of the goods, as well as for delay in accordance with the regulations contained in §§ 120 and 122. [O. L. § 88 sect. 1.]

The master is not obliged to deliver goods before the freight and any other claims in connection with the goods have been duly paid, see § 155.

§ 128.

If a charterer of a whole ship wishes to annul the charter party, subsequent to the ship having commenced the voyage to which the charter refers, he shall be bound to pay freight, in full, together with compensation for demurrage and for any additional delay that may have occurred. Should however the ship have been chartered to load at another port and notice be given of the annulment of the agreement before the ship has left the loading port, or, if the agreement is cancelled owing to the charterers neglect to deliver cargo, or, in case of incomplete delivery, to his failing to comply with the obligations incumbent upon him in accordance with § 126, only three fourths of the freight shall be paid. If the charter-party refers to several voyages, full freight is to be paid for the voyage which has already commenced, half freight for the next following and one quarter of the freight for the remaining voyages. If the agreement refers to a voyage to a certain port and direct back, three quarters of the freight for the two voyages shall be paid, should the agreement be cancelled before the commencement of the return voyage.

The charterer shall have no right to claim that the ship shall call at a port during the voyage for the discharging of the goods. If, for any other reason, the ship calls at a port where discharging can take place, the charterer shall have the right there to obtain the goods, but shall be bound to give such compensation, not only for all extra expenses that the discharging at such port may involve, but also for damage and loss thereby sustained by the owners of the ship, as arbitrators may prove

just. If a Bill of Lading has been issued, the stipulations contained in § 141 shall be in force. [O. L. § 87 sect. 3.]

Respecting the charterer's right to deduction from freight when other goods are shipped in lieu, see § 130.

Respecting the conditions for the annulment of the agreement, when hindrances occur, preventing the continuation of the voyage, see §§ 161 and 164.

Respecting the annulment of the agreement before the commencement of the voyage, see § 126.

Respecting arbitration, see § 331.

§ 129.

If several persons have chartered a ship, each to a certain proportion, and all agree as to the annulment of the charter, the stipulations contained in §§ 126, 127 and 128 shall come into force. If all cannot agree, the person, wishing for his part to annul the charter, shall pay freight in full together with compensation for demurrage and any additional delay which may have taken place, to the extent to which such charterer is responsible, and shall moreover pay the costs incurred by the owner in connection with the annulment of the charter. Any charterer shall have the right to discharge goods already loaded, provided the other charterers do not thereby incur loss on account of the delay of the voyage or otherwise, but the owner of the ship shall be entitled to compensation for all costs, damage and loss, in accordance with the stipulations contained in § 128. [O. L. § 89 and 91.]

Respecting the charterer's right to deduction from freight, when other goods are loaded in lieu, see § 130.

§ 130.

Any charterer obliged to pay freight in full for goods which are not forwarded by the ship to the place of destination shall have the right to deduct from the freight such particular expenses, as for the said reason have been spared the owner of the ship; should the master ship other goods in

stead, one half of the freight agreed upon for such goods shall be deducted from the charterer's debt.

[O. L. § 89 and § 90 sect. 1.]

Compare §§ 123, 128 and 129.

§ 131.

If goods, already loaded, have been sequestrated by Order of Court, they can only be discharged subject to the conditions, under which the charterer would have had the right to obtain them; should the goods be sold executively, the regulations contained in § 277 shall apply. [O. L. § 92.]

§ 132.

When goods have been loaded it is the duty of the master or, in his place, the person, empowered for the purpose, to issue, at the request of the shipper, a Bill of Lading containing an acknowledgment of the receipt of the goods and an undertaking to deliver the goods at the place stated.

The Bill of Lading shall, besides giving the place and the date of issue and bearing the signature of the issuer, also contain a statement respecting the ship, the goods loaded, and the port of destination and, further, to whom the goods are to be delivered at the port of destination. Whenever any of the parties should so require, the name of the master, in case the document is not issued by him, personally, and further the shipper's name, the port to wich the ship belongs, wether the vessel is a steam or sailing ship, the nature, quality, weight, kind, quantity and marking of the cargo, and the freight agreed upon, should be given. The Bill of Lading shall further contain reference to the charter party either to its full extent or to certain portions thereof. [O. L. § 95, § 96 sect. 1.]

Respecting remarks to be endorsed on the Bill of Lading, see §§ 145—147.

§ 133.

The Bill of Lading shall be issued in so many copies as the shipper considers necessary. If the shipper wishes to be

furnished with separate Bills of Lading for certain portions of the cargo, the master is bound to issue the Bills of Lading accordingly.

The shipper shall sign one copy of the Bill of Lading in acknowledgement of its correctness, which copy is kept by the master. The master should not sign the Bill of Lading before the goods are loaded.

If several copies of the Bill of Lading are issued, each copy shall contain a statement as to the number issued. All the copies shall be of the same tenor; should the shipper so require, the different copies may however be referred to in the Bill of Lading with different numbers for instance first, second, third copy and so forth. [O. L. § 95.]

Respecting the effect of numbering, see §§ 140, 141 and 165.

§ 134.

A Bill of Lading may be issued in favour of a certain person or the holder. If the Bill of Lading is issued in favour of a certain person, it can be transferred to another, although no provision to that effect has been made in the Bill of Lading. If the issuer has safeguarded himself against transfer by the words »not to order» or any similar expression, the person to whom the transfer is made shall acquire no better title than the person in whose favour the Bill of Lading has originally been issued.

Any person proving himself to be the proper holder of a Bill of Lading, either by the contents thereof, or by a consecutive serie of endorsements properly made and finishing in his favour, or by an endorsement in blanco, shall have the right, on the strength thereof, to claim the delivery of the goods. [O. L. § 96 sect. 2.]

Compare the Law regarding Bills of Exchange § 9.

§ 135.

If no special place of disharge has been fixed by agreement, the Receiver of the cargo shall have the right to appoint

a certain place for discharging, similar to the right conferred upon the charterer for loading according to § 114.

Regarding the Receiver's right to claim the moving of the ship to another berth in the harbour, for discharging, the regulation contained in § 114 with respect to the charterer shall also apply. [O. L. § 77 sect. 1, § 80 sect. 1.]

§ 136.

When discharging, the master shall deliver the goods along-side the ship, but all other expenses connected with the unloading shall be borne by the Receiver of the cargo.

If a certain place for discharging has been agreed upon, but the ship's draught of water is so heavy that she cannot be berthed in the place agreed upon, the owner of the ship shall defray the expenses of conveying the goods from the ship's side. The same Law shall apply in case no fixed discharging place has been agreed upon, and the vessel for the aforesaid reason cannot enter the harbour stipulated in the charter party. [O. L. § 81 sect. 1.]

Corresponding stipulations regarding loading, see § 116.
Respecting the defraying of discharging expenses in special cases, see §§ 129 and 162.

§ 137.

When the whole ship or a certain portion thereof is chartered, it is the duty of the master to allow the Receiver of the cargo a certain time for the reception of the cargo (discharging time), partly free of charge, i. e. Laying days partly in consideration of compensation being paid i. e. Days on demurrage; With regard to such ships as are referred to in § 121, the enactment of the said paragraph shall however apply.

With regard to the master's duty to inform the Receiver of the cargo, when the ship is ready to discharge, and also as to the number of laying days and days on demurrage and to

the principles, according to which the time for discharging should be calculated and compensation be payable on account of days on demurrage, the stipulations, contained in §§ 118—120 with regard to loading, shall apply.

If discharging and loading take place uninteruptedly for account of the same person, the days on demurrage are not to be counted before the laying days stipulated for each operation separately have expired.

[**O. L.** §§ 77, 78, 79 and § 80 sect. 2.]

§ 138.

Receivers of general cargo shall immediately, at the request of the master, fetch way the goods in such order as the master directs; if the Receiver is unknown or cannot be found, notice is to be given in the manner stipulated in § 118. The master shall have the right to discharge, without giving special notice, general cargo carried in ships of the description mentioned in § 121. [**O. L.** § 90 sect. 2.]

Corresponding stipulations regarding Loading, see § 123.

§ 139.

The master shall deliver the cargo at the port of destination to the person who holds such copy of the Bill of Lading as entitles him to claim the delivery of the goods according to § 134. When the goods have been delivered to the Receiver of the cargo, the Bill of Lading shall be returned to the master with a certificate, proving the delivery of the goods.

Should the master so require, the Receiver of the cargo shall be bound to deposit the Bill of Lading in the hands of a disinterested person, previous to the commencement of the discharging, in order to be available by the master when the discharging is completed. The Receiver of the cargo shall also, at the request of the master of the ship, either note on

the Bill of Lading, as the discharging proceeds, what goods have been delivered, or issue special certificates to that effect.

[**O. L.** §§ 97 & 99 sect. 1.]

Respecting the master's rights as against the Receiver of the cargo, see § 155.

In certain cases the discharging in favour of a Receiver may be stopped, see § 166.

Conditions for the delivery of goods at any other place than the port of destination § 141.

§ 140.

If several persons duly holding the Bill of Lading should present themselves, the master shall not deliver the goods to any of them, but it shall be his duty to deliver the goods, for account of the proper Receiver of the cargo, in the care of the trustee appointed by the parties, or, if they cannot all agree to the appointment, safely to store the goods and to inform the parties without delay of his having done so. In case the different copies are numbered separately, as mentioned in § 133, the goods shall however be delivered up to the person holding the Bill of Lading bearing the lowest number.

[**O. L.** § 98.]

Respecting the master's right by means of a sale to recover claims due to him in respect of the goods, see § 157.

§ 141.

Except at the port of destination, the master shall not deliver up the cargo, unless all the copies of such Bills of Lading, as contain no clause against transfer, are all duly returned to him. This rule applies also in cases where the charter-party has been annulled before the commencement of the voyage, or the voyage been subsequently discontinued.

Should however the copies be marked with separate numbers, as mentioned in § 133, the holder of the copy marked as the first shall be entitled to have the goods delivered to him, although the other copies are not restored.

[**O. L.** § 88 sect. 2, § 99 sect. 2.]

Other conditions for obtaining possession of the goods, see § 155.

Respecting the cancelling of a Bill of Lading, which has been lost, see § 167.

§ 142.

The owner of the ship shall be responsible for all loss, damage or diminution of goods, after having received the goods for loading and previous to the discharging thereof, unless the loss, damage or reduction may be supposed to have been caused by casualty, seizure by enemies, or any other accident beyond the control of the master and crew; or else, from defective or insufficient packing, or from the nature of the cargo itself of being easily deteriorated or destroyed, as for instance in the case of the heating and combustion of Grain Cargoes, the leaking or evaporation of Liquids, or the death of Animals.

Should the cause of the damage sustained be the defective condition of the ship at the commencement of the voyage. the owners of the ship shall not be liable to pay compensation, when the defectiveness was not discoverable, in spite of all care being taken. [**O. L.** § 103 sect. 1.]

For principles on which compensation is to be paid see § 149. Similar responsibility as regards passenger goods § 172.

Respecting freight for goods lost, damaged or diminished, see §§ 151 and 152.

§ 143.

A statement shall be made to the master of goods loaded, which require special care and attention, and such requirement shall be conspicuously marked on the goods; failing this, compensation cannot be claimed for damage unavoidable in the absence of such care as aforesaid. No compensation is given for monies, securities or valuables, unless they have been declared as such, and the value stated. [**O. L.** § 103 sect. 2.]

Monies, securities or other valuables regarding which no declaration has been made, are not recoverable in general average § 190 sect. 1.

§ 144.

The Bill of Lading shall constitute the right between the owners of the ship and the Receiver of the cargo, and the cargo

is consequently to be delivered to the latter in comformity with the Bill of Lading. The payment for demurrage and any other delay, which may have occurred during the loading, cannot be claimed from the Receiver of the cargo, unless the Bill of Lading shews that the claim has not been settled.

[O. L. § 79 sect. 2 and § 100.]

§ 145.

If goods contained in packages, chests or vessels are so loaded that the contents are unknown to the master, or if goods to a certain stated weight, measure or number have been received by the master without due measuring, weighing or counting, the master shall have the right to endorse such fact on the Bill of Lading. If such endorsement has been made, the owner of the ship shall be free from responsibility, should the statement as to description quality or number of the goods be found incorrect, unless the statement was at the time of loading found, or, with usual attention ought, to have been found incorrect. [O. L. §§ 102, 104.]

§ 146.

Should it have been impossible, when loading, to ascertain accurately whether the goods were in an undamaged state and properly packed, the master shall have the right, by inserting in the Bill of Lading the following words »free from leakage, breakage or damage,» or by any other clause to that effect, to hold the owner of the ship free from responsibility for all damage, the cause of which cannot be proved to be such that the latter in accordance with § 142, should therefore be held responsible. [O. L. §§ 102, 104.]

A similar clause is also of importance in other respects, see § 152.

§ 147.

If goods are loaded which clearly shew damage or bad packing, it is the duty of the master distinctly to endorse

such fact on the Bill of Lading. If the master neglects to make such endorsement, the fact cannot be invoked as a reason for freeing the owners of the ship from responsibility for damage, even if such reservation as referred to in § 146, has been endorsed on the Bill of Lading.

§ 148.

Before receiving the goods, the Receiver of the cargo has the right to cause the goods to be examined by surveyors in order to ascertain their condition as mentioned in § 332, sect. 2.

If goods have been delivered to the Receiver of the cargo without previous survey, and the Receiver wishes to remark upon the condition of such goods, it shall be his duty to call a survey before the expiration of the working day next following the day of delivery; failing this, he shall have no right to claim compensation for such damage or diminution as cannot be proved to have been caused by any fault or neglect on the part of the owner, the master or the crew of the ship. The master should be informed about the time for holding the survey; if the master himself institutes the survey, in conformity with § 42, the Receiver of the cargo should, if possible, be invited to be present. If, at the survey, goods are found damaged or diminished, the surveyors shall declare their opinion as to what reason may be supposed to have caused such damage or diminution. [O. L. §§ 106, 107.]

§ 149.

When the owner, in accordance with § 142, has to make good any damage, deficiency or diminution of the goods, or has to pay compensation for goods sold for the benefit of the ship in accordance with § 49, the amount of the compensation shall be fixed in conformity with the rules laid down in §§ 200 and 201 respecting compensation for goods in general average. [O. L. § 42 sect. 2 and § 108.]

§ 150.

Should goods have been received on board by the master, but the amount of freight not been agreed upon, the freight ruling in the port of loading at the time of loading shall have to be paid. Should, in case of an agreement having been made, more goods be loaded than agreed upon, freight shall be paid for such goods upon the same terms as for the goods for which the agreement has been made. [O. L. § 84.]

§ 151.

Freight shall not be paid for goods which do not exist at the end of the voyage, unless they have disappeared in consequence of their perishable nature, or in consequence of bad packing, or otherwise through the shippers fault, or have been sold during the voyage for account of their owner.

Should freight have been paid in advance for goods, for which the charterer is not bound to pay any freight, according to the preceding stipulation, such advance shall have to be refunded, unless some special provision has been made.

[O. L. § 110 sect. 1, §§ 111 & 112.]

§ 152.

Receptacles containing liquid goods may be abandoned by their owner in lieu of freight when more than half the contents are missing. This right, which applies to each separate vessel, cannot be claimed after the vessel has been delivered to the Receiver and shall not hold good, if the receptacles were out of order or badly packed when loaded, and the master has, in the manner prescribed in § 147, made a note to that effect on the Bill of Lading in case such has been issued. [O. L. § 110 sect. 2.]

The right to surrender goods in lieu of freight shall also hold good in the case referred to in § 160.

§ 153.

The owner of the ship shall pay all shipping dues, towage, quarantine and other similar expenses connected with the voyage from the loading port to the port of discharge, and consequently, for such charges, compensation cannot be claimed from the charterer. [O. L. § 170.]

§ 154.

In receiving the goods, the Receiver incurs the liability to pay freight, and whatsoever the owner of the ship shall have the right to claim from the charterer according to the Bill of Lading or any other document, on the strengh of which the goods have been received. [O. L. § 109 sect. 1.]

§ 155.

The master shall not be obliged to deliver the goods before the Receiver has, either settled the claims mentioned in § 154 and paid compensation for demurrage and any other delay in the discharging, as well as average contribution and any other claim chargeable on the goods, or else deposited publicly or in the hands of a private person, to be approved by the master, the amount of the claim to be levied by the master subsequent to the delivery of the goods. For average contribution, the amount which has not been definitely fixed, goods shall not be retained, provided the Receiver of the cargo gives security for the amount.

The above enactment shall also apply where discharging of goods takes place at the port of loading or during the voyage. [O. L. § 88 sect. 1, § 109 sect. 1 and 2, § 167 sect. 1.]

The master has the same right as regards passenger goods § 173.

For all claims for freight &c &c the right of mortgage shall apply; see § 276 sect. 4.

As to consequences in case the Receiver of cargo fails to fulfil his obligations for obtaining his goods, see § 156.

§ 156.

Should the Receiver of the cargo refuse to receive it, or, should he be unknown or impossible to find, it is the duty of the master, where practicable, immediately to inform the shipper of the fact. If no person entitled to receive the cargo presents himself in such time as to allow the discharging to be finished before the expiration of the discharging time, or, should the charter-party refer to General cargo, to take place at the time appointed by the master, the latter shall cause the goods to be discharged and safely stored for account of the respective Receivers of the cargo. If the Receiver of the cargo fails to fulfil the duties incumbent upon him in order to obtain possession of the goods, according to § 155, or otherwise detains the ship whilst being discharged, so that the discharging cannot take place in proper time, the master shall have the right to discharge and store the goods in the manner aforesaid.

In case of storing the goods, the master shall inform the Receiver of the cargo of the measure taken, if the latter be known and present at the place of discharge; otherwise the fact shall be made known in the manner prescribed in § 118 for similar cases. Should, for the storing of the goods, or otherwise for the discharging, the master be detained over and above the time allowed for discharging, without any fault or neglect on his part, the owner of the ship shall be entitled to compensation for damage and loss, the amount of the compensation in case of dispute to be decided by arbitration but in no case to be fixed at a lower figure than for days on demurrage. [**O. L.** § 115 sect. 1.]

The master has the same right with regard to passenger goods § 173. Respecting arbitrators see § 331.

§ 157.

If goods are stored for any of the reasons referred to in §§ 140 or 156, the master shall have the right to sell by

Public auction as much of the goods as may be sufficient to cover the claims mentioned in § 155, besides custom duties and other expenses. [O. L. § 115 sect. 1.]

The master has the same right with regard to passenger goods § 173.

§ 158.

If cargo is delivered to the disposal of the Receiver, the shipowner shall no longer have any right to sue the charterer for any claim which ought to have been paid by the Receiver. The shipowner shall be at liberty, however, to recover from the charterer whatever profit the latter would make, to the detriment of the owner, if the claim ceased to exist. Should the cargo not have been delivered by the master and prove insufficient when the sale takes place to cover the claim, the charterer shall be held responsible for the deficiency.

[O. L. § 115 sect. 2.]

§ 159.

The master, as well as the charterer, shall have the right to annul the charter, each bearing his own loss and his own expenses, if, previous to the departure of the ship from the port at which the voyage is to commence, the ship or cargo is rendered liable to seizure owing to the outbreak of war, or, if an embargo is placed on the ship, or, if the port where the voyage commences or that to which the ship is bound is closed in consequence of blockade, or if the exportation from the port of loading or the importation into the port of destination of the cargo referred to in the charter-party is prohibited, or, should the vessel's voyage or the forwarding of the goods be hindered by any other act of rulers or princes.

If such hinderance as aforesaid only applies to a portion of the charterer's goods, he shall have no right to annul the agreement without payment of freight, as provided in §§ 126 and 129; Should the agreement not be annulled, such goods

as have been loaded and are affected by the hinderance, may be discharged at the expense of the charterer. Should the charterer, previous to the expiration of the loading time, give notice of his intention to load other goods in their stead, equally suitable for the ship, the master shall be obliged to receive such goods if delivered without delay; the charterer however to compensate the master, according to arbitrators' decision, not only for the increased expense, which the loading may cause, but also for the delay, as provided in §§ 120 and 122. If several persons have chartered the ship, each in a certain proportion, the vessel may not be delayed beyond the loading time for the loading of other goods except with the joint consent of all the charterers.

If the ship is chartered by several persons and any agreement or agreements made are annulled on account of any hinderance suffered by one or several of the charterers, the master shall have the right also to revoke the remaining charter-parties, in case the freight, calculated to be earned during the voyage, should not amount to one half of the full amount of freight originally agreed upon. [O. L. § 118.]

Respecting arbitrators see § 331.

§ 160.

In case the ship is lost during the voyage, or declared a constructive total loss, the charter-party shall cease to be in force. It shall be the master's duty, however, for account of the owners of the cargo, to take such measures regarding the cargo as are enjoined in § 57.

In such cases the freight is to be calculated for the distance sailed in proportion to the full voyage to which the charter refers; the time required for the voyage and the particular difficulties and expense connected therewith, in comparison with that of the whole voyage, however, to be duly considered (Distancefreight). If the parties cannot agree

as to the freight payable, the amount shall be fixed by arbitration.

If the owner of the cargo wishes to surrender the goods remaining, in lieu of freight, he shall be at liberty to do so. [O. L. §§ 113 and 114.]

When the ship is to be considered a constructive total loss see § 6.
Distance freight is also payable in the cases referred to in §§ 161 and 164.
Respecting arbitrators see § 331.

§ 161.

Should such hinderance occur as mentioned in § 159, subsequent to the ship having left the port at which the voyage commenced, each party shall nevertheless be at liberty to annul the charterparty, but the charterer shall pay distance freight for the portion of the voyage sailed at the time of the annulling of the charter, as provided in § 160. If the agreement is annulled, it shall be the duty of the master, for account of the owner of the cargo, to take such steps respecting the cargo as are enacted in § 57.

If the ship is delayed, at the port of Loading or in any port of call during the voyage, by any such hinderance subsequent to the loading of the cargo, the cost of the delay shall be divided between ship, cargo, and freight in the same manner as prescribed for general average; When the agreement is annulled, such division shall however, not take place as regards costs subsequently incurred. [O. L. § 119.]

Respecting division of general average see § 187.

§ 162.

If an agreement is annulled on account of such hinderance as referred to in § 159 and should, in consequence thereof, discharging of cargo have to take place, any expense in connection with the discharging shall have to be borne by the charterer in case the hinderance affects solely the cargo; should

the hinderance affect the ship also, or, solely the ship, or should the master have made use of the right to annul the charter-party, conferred upon him according to the same paragraph, the discharging expenses shall be borne in accordance with the regulations laid down in § 136.

§ 163.

If the ship for any reason be delayed at the loading port, or in any port of call during the voyage, and the delay is likely to become of long duration, the charterer shall have the right, until further, to discharge the goods belonging to him, provided he deposits security for the payment of the claims referred to in § 155, in the event of the goods not being reloaded in proper time at the request of the master. If the ship is chartered by several persons, the discharging of the goods of one charterer may not take place except with the consent of the other charterers, should thereby any damage or loss be sustained by them.

§ 164.

If the ship has had to call at a port of distress, having sustained damage, and should a survey of the cargo, instituted in the manner prescribed in § 41, prove that the whole or a considerable portion of the cargo is liable to deterioration on account of the delay incurred by the repairing of the ship, the charterer shall have the right to annul the agreement in consideration of the payment of distance freight, as provided in § 160; should the ship, however, be chartered by several persons, the right aforesaid cannot be made use of, if any of the other charterers insist on the continuation of the voyage.

[**O. L.** § 114 sect. 1.]

§ 165.

If copies of the Bill of Lading, subsequent to any transfer having been made, have got into different persons' hands, and

the holders thereof dispute as to better right to receive the goods, the copy which the transferer first issued shall, if so drawn up that the Receiver, in conformity with § 134, became entitled to claim the delivery of the goods, have priority; should, however, the copies have been specially numbered as mentioned in § 133, the copy marked with the lowest number shall confer the best right upon the holder. If discharging has been made at the port of destination to any other qualified holder of Bill of Lading, previous to the person, entitled as aforesaid to receive the cargo, having given notice of his right so to receive, the former shall not be obliged to deliver back what he has already received, unless it should be proved that he was not acting in good faith, or was guilty of gross carelessness when acquiring the Bill of Lading.

§ 166.

If any purchaser of goods, to whom the Bill of Lading for such goods has been delivered, refuses to accept or pay the Bill of Exchange duly drawn for the purchase-amount, or declines to fulfil the conditions of the transfer otherwise stipulated, the seller shall have the right to stop the discharging of the goods and dispose thereof in a different way. The same Law shall be in force, should the buyer have been declared bankrupt before the payment of the goods has been fully effected, or been found unable to pay his debt when execution thereof takes place, or, should he have stopped payment, being a merchant; the right of the buyer or his Bankrupt estate to recover the goods on payment of the purchase amount, however, to be reserved. If a Bill of Lading, which does not contain any clause against transfer, on the strength of a transfer made thereon by the purchaser, has got into another person's possession, the seller cannot claim the right aforesaid against such person, unless it can be proved that the holder was not acting in good faith or was guilty of gross carelessness when acquiring the Bill of Lading.

Should, in a case when the purchase of goods is thus annulled, the buyer have accepted a Bill for the purchase-amount, or effected payments on account thereof, or otherwise have had expense in connection with the said goods, the seller shall be obliged to return the Bill of exchange or the amount paid, and moreover make good to the buyer the expenses incurred by him.

Compare Bankruptcy Law § 38.

§ 167.

If a Bill of Lading has been lost, the person losing it shall apply to the Court of the port of destination for the cancelling of such Bill of Lading, and he shall then deliver to the Court a copy of the Bill of Lading, or, such a statement as to the contents thereof, as may be necessary for its absolute identification. If the applicant gives any plausible reason showing that the Bill of Lading is really lost, the Court shall issue a writ to be posted on the door of the Court and to be advertized in the public newspapers, thrice, with an interval of a forthnight, summoning the holder of the Bill of Lading to produce, within a certain appointed time, the said Bill before the Court; The time so appointed shall be counted from the date of the last insertion in the newspapers, and shall not be less than three months and not exceed one year. If the Bill of Lading is not exhibited within the time prescribed and the application is maintained, the Court shall issue a Decree by wich the Bill of Lading is cancelled.

Subsequent to the writ of summons having been issued, the person, who applied for the cancelling of the Bill of Lading, shall have the right to obtain possession of the goods, provided he deposits security with the chairman of the Court for such claims, in respect of the goods, as the holder of the Bill of Lading may be legally entitled to.

§ 168.

Any person who has obtained possession of the Bill of Lading, in the manner referred to in § 134, and who still holds the Bill shall not be bound to deliver it up to the person who has lost it, unless it is proved that the former did not act in good faith when acquiring the Bill of Lading or, in so doing, was guilty of gross carelessness.

§ 169.

If the chartering agreement refers to the conveyance of a certain person as passenger, and such person should die, previous to the commencement of the voyage, or be prevented from accompanying the ship by any lawful reason, only half the fee shall have to be paid for the voyage, provided notice of such hinderance is given before the departure of the ship. Should the person who has engaged a berth as passenger otherwise fail to join, the full fee shall be paid.

[O. L. § 122.]

With regard to lawful hinderance compare the Law of Procedure Chap. 12, § 1.

Respecting Emigrants see R. O. of 4 June 1884 § 8.

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§ 170.

Agreements with regard to the conveyance of passengers shall be null and void and entail no liability whatever on either side to pay compensation, in case the voyage does not take place owing to any of the reasons mentioned in § 159 or § 160. If the voyage was already commenced, when the hinderance occurred, the passenger shall nevertheless have to pay fee for the distance sailed in accordance with the stipulations contained in § 160. [O. L. § 123.]

§ 171.

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Passengers shall be bound strictly to observe whatever may be prescribed with regard to order and discipline on board.

The enactments contained in § 81 with regard to the crew shall also apply to passengers.

In cases of crimes committed by passengers see § 47.

§ 172.

In case of damage or loss of goods, which have been brought on board by passengers and delivered in to the care of the master or any person empowered by him to receive them, compensation for such damage or loss shall be paid as stipulated above for other goods. [O. L. § 124.]

Respecting the liability to give compensation see §§ 142, 143 and 149.

§ 173.

The master shall not be obliged to deliver up passengers' goods previous to the payment of the passenger-fee and of the boarding during the voyage, and he shall moreover have the right, in case of non-payment, to store and sell the goods in the manner mentioned in §§ 156 and 157. [O. L. § 125.]

SIXTH CHAPTER.

BOTTOMRY.

§ 174.

If, in case of need, the master raises a money-loan for the continuation of the voyage, or for the preservation of the cargo, or for the further conveyance of the cargo, and for any of the said purposes signs a Bottomry-Bond in the manner hereinbelow mentioned, pledging ship, freight, or cargo, the creditor shall, for the payment of his claim, only have to

hold himself to the property thus pledged at the termination of the voyage, but shall enjoy priority for the claim as provided in Chapter 11.

The Lender and the Receiver of the loan shall have the right to fix a certain premium to be paid for such loan and for the risk run. [**O. L.** § 126 sect. 1.]

Bottomry claims have priority according to § 268 sect. 3 and § 276 sect. 2.

§ 175.

The master may pledge ship, freight, and cargo, jointly or separately, as security for a Bottomry loan. Should the loan be taken to pay expenses, which solely concern the cargo, the cargo alone should be pledged. For any other expense the cargo should not be pledged except together with ship and freight. If ship and cargo are pledged jointly, the freight shall also be considered included in the pledge unless specially excepted.

Should anything be pledged as security for an expense, that does not concern the security pledged, and the said security be sold to pay the claim on the strength of such pledging, the owner of the property pledged shall have the right to recover the same from the property, on behalf of which the expense was actually incurred, with the same rights, as would have been held by the lender, should the latter property have been pledged as security. [**O. L.** § 126 part 1 and § 128.]

Under the term ship, all its appurtenances are included § 268.

The properties pledged stand security all for one and one for all, see § 281.

§ 176.

Before the master levies any Bottomry-loan, he shall cause the reality and the extent of the requirement to be carefully confirmed, if possible by a survey in the manner prescribed in § 41, but otherwise by a certificate issued by a

Swedish Consul, or, at a place where no such Officer resides, by any other authority. [O. L. § 42 sect. 1.]

Owners of ship and of cargo ought previously to be informed; see §§ 52 and 57.

Except with the owners authority, the master cannot pledge ship and freight at the port to wich the ship belongs, see § 48.

As to the rights of a third party, in case of the master having illegally levied a bottomry bond, see § 49.

§ 177.

When a Bottomry-loan is taken, a document shall be drawn up in writing (Bottomry-bond) containing all the conditions agreed upon. Such document, in order to have the effect of a Bottomry-bond, shall contain the following viz.:

1. The title of Bottomry-bond or any other denomination describing the agreement made as a Bottomry;
2. The name of the lender;
3. A statement of the amount of the loan and the premium (Bottomry debt);
4. A statement of the properties pledged;
5. The name of the ship;
6. A statement regarding the voyage for which the loan is taken (the Bottomry voyage);
7. The signature of the master as well as the date and place of issue. [O. L. § 129.]

§ 178.

In case the lender should so require, the Bottomry-bond should be made out in several copies, which should all have the same tenor and contain a statement as to the number of copies issued.

If a Bottomry-bond, containing a clause permitting the lender to allow the bond to be possessed by another person, is thus transferred, and an objection is raised that the loan has been levied without lawful cause, such objection shall hold equally good on the new holder as on the lender.

[O. L. § 130.]

§ 179.

No deduction from the Bottomry debt is made for contribution chargeable on the goods pledged towards general average. Should for any such reason the property pledged prove insufficient to repay the loan, the creditor shall have to bear the loss. [O. L. § 134.]

§ 180.

It shall be the master's duty to see that the property pledged is taken care of and preserved. Unless for some urgent reason the master shall not act in such way as to expose the property to any other or greater danger than the lender had reason to suppose it would be subjected to from the contents of the Bottomry-bond. In default, the master shall be responsible to the creditor for all damage and loss caused thereby.

If the master, when not compelled by circumstances and with no advantage to the lender, changes the voyage fixed in the Bottomry-bond or deviates from the proper road without any of the aforesaid reasons and not in order to assist people in distress, or should he expose the property to any new danger, subsequent to the termination of the Bottomry voyage, he shall be held responsible for any deficiency, should the property pledged be found insufficient to pay the loan, unless it can be proved that the loss would have been incurred even should the master have strictly observed his duties in this respect. [O. L. §§ 136 and 137.]

§ 181.

Unless otherwise agreed, the Bottomry debt shall be paid on the seventh day subsequent to the date of the arrival of the ship at the port where the voyage terminates, according to the Bond.

If the voyage terminates before the ship reaches the port of destination, fixed in the Bottomry-bond, the loan shall be

due for payment on the seventh day subsequent to the date of termination of the voyage; and the said payment shall be made at the place where the voyage is thus terminated. It shall be the master's duty immediately to inform the creditor of the discontinuation of the voyage. If the voyage is discontinued for any other reason than mentioned in § 159 or § 160, the creditor shall have a right to compensation for any expense, which he may incur in consequence of the discontinuation of the voyage. [O. L. § 131 sect. 1, § 141 sect. 2.]

§ 182.

In default of payment on the date of maturity the creditor shall be entitled to legal interest on the capital as well as on the premium. If the premium is to be calculated by time, it shall cease to run on the date of maturity.

[O. L. § 131 sect. 2.]

The interest payable on loans, which are not paid at the time stipulated, is six per cent pro anno. Mercantile Law Chap. 9 § 10.

§ 183.

The payment is to be made to the person who, on the date of maturity, proves himself to be the lawful holder of one of the copies of the Bottomry-bond, which copy shall be returned with a certificate endorsed as regards the effectuation of the payment. If several lawful holders of a Bottomry-bond present themselves, the payment is not to be made to any of them, but the master shall deliver the amount for account of the party concerned to the trustee nominated by the parties, or, if they cannot agree as to the nomination, the master shall deposit the same with some official person and inform the parties of his having done so.

In case the Bottomry-bond grants permission to the lender to transfer it to another person, the payment should not be effected before the date of maturity unless all the existing copies are returned. [O. L. §§ 132, 133.]

With regard to the person who is to be considered the lawful holder see § 134.

§ 184.

In case the Bottomry-bond is not presented on the day of maturity, the master, shall have the right to deposit the amount of the Bottomry debt with some official person, and thereupon dispose of the property pledged. Should any money be thus deposited, it shall be the master's duty immediately to inform the creditor.

§ 185.

On the arrival of the ship at the port of destination mentioned in the Bottomry-bond, or, whenever the discontinuation of the voyage at any other port has been decided upon, the creditor shall have the right to obtain a lien on the property previous to the day of maturity.

In default of payment of a Bottomry debt, the creditor shall have the right to apply to the Head Bailiff of the place and request that the ship and cargo pledged may be sold, in accordance with the Law regarding the sale of property seized for the execution of judgment, and also that the freight pledged should be delivered to him. [**O. L.** § 135 sect. 2, § 139 sect. 1.]

Compare Law of Execution § 89 as read in the Law of 12 June 1891.

§ 186.

If the Bottomry-voyage be broken off, before it has actually commenced, the Loan shall immediately be due for payment at the port where the voyage should have commenced. In such case the borrower, in lieu of premium, shall pay interest on the capital at the rate of five per cent pro anno, together with a commission of three per cent. If the ship has already sailed, the premium agreed upon shall have to be paid, even should the voyage later on be discontinued.

[**O. L.** § 141 sect. 1.]

SEVENTH CHAPTER.

AVERAGE.

§ 187.

Every damage intentionally done to ship or cargo in order to save ship and cargo from any danger threatening both, as well as every other sacrifice made for such purpose and all damage and loss occasioned thereby, shall come under general average.

General average shall be paid by ship, cargo and freight in the proportion of their respective values, calculated in the manner mentioned in §§ 207—211. [O. L. §§ 142, 158.]

§ 188.

In general average compensation is specially given under the following circumstances:

1. Cargo and any ship's appurtenances jettisoned in order to lighten the ship in distress or to escape enemies or pirates, as also cargo or ship's appurtenances carried away by the seas during the jettison, and further any other damage caused by the jettison or by any of the steps necessitated thereby. [O. L. § 143 sect. 1.]
2. Masts, sails and gear cut away, and anchors and chains parted from, in order to save ship and cargo from any danger threatening both, for instance in order to escape stranding or collision, and all damage occasioned thereby. [O. L. § 143 sect. 2.]
3. Any damage done to ship or cargo to prevent fire or to extinguish a fire already broken out, or, in order to allow the water in the ship access to the pumps, or for freeing the decks from seas. [O. L. § 143 sect. 5.]

4. The cost of assistance employed in distress for the salving of ship and cargo from any danger threatening both, as well as all damage done to ship or cargo by any ship requested to assist.

[O. L. § 143 sect. 1 and 4.]

5. Any damage done to ship or cargo on account of the ship being intentionally run aground in order to avoid any greater danger threatening both.

[O. L. § 143 sect. 3.]

6. Any damage done to ship or cargo and any expense incurred in order to get the ship off the ground and bring her and the cargo into safety. If the voyage is discontinued because the ship cannot be floated or should she be declared a constructive total loss, only such damage and cost, as was incurred before it was discovered that the ship could not proceed, should be counted in general average. [O. L. § 143 sect. 3.]

7. Any cost incurred on account of the necessity of seeking a port of refuge for the salvage of ship and cargo, for instance when the vessel is no longer seaworthy, or, if the continuation of the voyage would expose ship and cargo to any appreciable danger owing to the outbreak of war or any accidental drifting of Ice.

Expenses incurred in calling at a port of refuge on account of hinderance by Ice are not counted as general average see § 190 sect. 7.

The following are specially included in the said costs i. e.

Pilotage, Lighthouse-, Beacon-, Harbour-, and other shipping dues at the port of refuge; the cost of discharging, storing, reloading and stowage of the cargo, when the discharging is necessary in order to get the ship into the port of refuge, or, is found requisite for the same reason that necessitated the vessel's calling at the port of refuge;

The pay of master and crew and their maintenance at the port of refuge during the ship's stay at such port for the reason necessitating the calling at such port of refuge, unless the said expenses could have been saved by the discharging of the crew. If, however, the delay is prolonged for any other reason, the pay and maintenance of the master and crew during the prolongation of the stay are not recoverable as for instance: when the vessel is delayed from proceeding by Ice or any other cause dependent upon the state of the weather, or, when the repairing of the vessel is unnecessarily delayed.

Should the voyage be discontinued at the port of refuge, only the expenses incurred previous to the decision as to the continuation of the voyage may be counted in the general average. No diminution of the cargo, on account of evaporation or leakage, nor any other damage sustained by the cargo owing to the delay at the port of refuge, shall be counted as general average, nor any expense incurred in order to avoid such damage; Neither shall damage sustained by the cargo in the discharging or reloading at the port of refuge come under general average, unless the damage has been sustained because the discharging and reloading had to be effected by means of other vessels or in any other unusual manner.

Extra expenses caused at the port of distress on account of the dangerous nature of the cargo, shall not come under general average.

Any expense for the temporary repairing at the port of refuge of damage, which has not been sustained in general average, shall come under general average, provided any expense otherwise necessary and coming under such average is thereby saved.

[O. L. § 143 sect. 4 and sect. 9.]

8. Any damage and loss incurred in consequence of the cargo, in cases of distress, being used to render it possible for the ship to proceed on the voyage, or otherwise for the salving of ship and cargo, or when, also in distress, the ship's appurtenances are used for other purposes than those for which they were originally intended. General average also includes whatever is used of the bunker coals of a steamer or of any other stores intended for the working of the Engines, in order to float the vessel, to pump the ship when leaking, or for the moving of the ship to and from the discharging place, or for the actual discharging and reloading at a port of refuge, whenever the cost connected therewith would otherwise be chargeable in general average. Stores consumed in the making of, or leaving, a port of refuge, or otherwise used on account of any delay in the voyage, are, on the other hand, not recoverable, even should such delay have been caused by general average.

Damage to ship's pumps caused by pumping is not included in general average see § 190 sect. 4.

9. Any damage intentionally done to ship or cargo in order to facilitate a defense against enemies or pirates, or, which ship or cargo may suffer during the defence, and the amunition used for such purpose, as well as any amount or amounts paid for rescuing or redeeming the ship. [**O. L.** § 143 sect. 6.]

10. The cost of medicine, nursing and subsistence of any person injured in a defence against enemies or pirates, or, in the execution of any measure taken for the salving of ship and cargo, and the burial expense of any person killed, as well as any increase of expense suffered by the owner in procuring fresh hands to take the place of those who have been killed or wounded. [**O. L.** § 143 sect. 6.]

11. Freight lost on account of general average.
[**O. L.** § 143 sect. 8.]

How freight can be lost in general average see §§ 151, 160, 161 and 164.

12. Any loss and expense in connection with the procuring of means for the payment of such expenses as are to be recovered in general average; i. e. commission, interest and Insurance-premium on money advanced, Bottomry premium when the monies must be obtained by means of a Bottomry bond, and any loss incurred through difference of price when goods are sold in order to procure money at a port of refuge.
[**O. L.** § 143 sect. 11.]

13. The pay of the agent employed to attend to the matters connected with the average.

14. Any expense in connection with the extending of protest, survey and valuation, or for the procuring of evidence required for the adjustment of the average, as well as expenses for the drawing up of the average adjustment (Dispache). [**O. L.** § 143 sect. 10 and 12.]

§ 189.

Damage done by accident during the carrying out of some measure for the salving of ship and cargo, even should thereby a sacrifice be rendered unnecessary, as also any damage and loss only indirectly or accidently connected with such measure, shall not be counted in general average. The following damages are consequently not compensated in general average:

1. Topmast broken by the force of the wind during the process of cutting away the mast, even should such cutting away be thereby suspended;
2. Any damage to ship or cargo by storm, fire, theft or any other accident during the stay at the port of refuge;

3. Any loss caused by the cargo not being delivered in proper time owing to general average;
4. Any increase in the cost of Insurance or any loss of expected freight caused by the delay in connection with the average.

§ 190.

In general average the following items are not compensated (that is to say):

1. Goods loaded without the masters knowledge, and monies, securities or other valuables, which have not been declared in the manner mentioned in § 143. [O. L. § 150 sect. 3 and 4.]
2. Goods, carried as deck cargo, when jettisoned, or, in any similar way sacrificed or damaged, unless the jettison has been effected in order to lighten the ship when aground.

   Not only goods stowed on the ship's open decks, or in the ship's boats, or hung over the side, are counted as deck cargo, but also goods loaded in any covered spaces which are not wholly or partially enclosed by the ship's extended sides or otherwise afford sufficient security against damage or the danger of being carried away by the seas. [O. L. § 150 sect. 2.]

   Goods may not be carried as deck cargo except with the consent of the shipper see § 117.
3. Any ship's appurtenances thrown overboard or, in any similar manner sacrificed or damaged, whilst laying on deck at the time and not having its proper place there. [O. L. § 150 sect. 1.]
4. Any damage caused by pressure of sails, even if such pressure is caused in order to avoid stranding or to escape an enemy or pirates; damage to sails otherwise caused or any damage to the engines or boilers of a steamer, unless such damage is sustained when

endeavouring to float the ship; any damage to a ship's pumps during the pumping in order to keep the water out. [O. L. § 150 sect. 5.]

Coals used for the sake of pumping are compensated in general average § 188 sect. 8.

5. Any mast, spar or other ship's gear cut away, when previously broken, even should such measure have been necessary to avoid a danger to ship and cargo. [O. L. § 150 sect. 6.]

6. Any damage to cargo by water or by any other measure adopted to extinguish a fire, in case of its heating or catching fire of itself, and any damage, which, in the quenching of a fire otherwise commenced, is suffered by that portion of the cargo which already had caught fire.

7. Any expense caused by the ship being obliged to call at a port of distress on account of insufficient provisioning, or any other want of proper equipment, or on account of hinderance by Ice, or for any other reason dependent upon the state of the weather.

The cost of calling at a port of distress on account of the drifting of Ice is compensated in general average § 188 sect. 7.

§ 191.

The apportionment of damage resulting from general average may take place in spite of the danger, occasioning the average, being brought on by the act of some person. No compensation in the general average shall however benefit such person in default. If the danger is caused by any fault or neglect, for which the owner of the ship is answerable, in accordance with § 8, he shall not be entitled to compensation in general average.

In case of error of judgment on the part of the master, or the person acting on his behalf, as regards the nature of the danger or the choosing of means to avoid it, the damage should nevertheless be apportioned as in general average; the

owner of the ship, however, to forfeit his right to compensation, unless the measure may be excused by the exceptional nature of the circumstances under which it was adopted. Any person, thus forfeiting the right to compensation, or being compelled to pay contribution towards the average, shall have the right to recover his loss from the person legally responsible for the damage. [O. L. § 144]

§ 192.

The apportionment of damage in general average may take place in spite of the object of the sacrifice not being attained.

§ 193.

Apportionment of damage in general average may also take place, although ship or cargo is entirely sacrificed for the purpose, or in case, subsequent to the average, either the ship alone or only the cargo is wholly or partially salved.

§ 194.

In case sacrifice must be made, it shall be the duty of the master to see that no greater loss is incurred than required for the purpose. When a jettison of cargo or the throwing of ship's appurtenances overboard takes place, it shall be observed, that, whatever is heavier or of less value shall be first thrown overboard, and the lighter and more valuable goods kept as long as possible, provided the danger should admit of this being done.

If the master has caused more damage or loss than necessary by any fault, the Law as mentioned in § 191 shall apply. [O. L. § 148.]

§ 195.

Previous to taking any measure, which may lead to general average, the master shall, in case the danger should so admit,

call the best and most experienced of the crew to a council. A statement of the council held shall, as soon as possible, be made in the Logbook by the master, or shall otherwise be drawn up by him where no Logbook is kept, in order to be produced when the Protest is being extended. Everything of importance for the adjustment of the average shall be inserted in the said statement, and especially a minute statement regarding the cause of the sacrifice, and also, if possible, a complete statement of the property sacrificed, or other information as to the extent of the damage.

[O. L. §§ 146, 149.]

§ 195.

The master is alone responsible for any decision he may take in council on board see § 59.

§ 196.

Any damage to a ship or her appurtenances shall be valued by surveyors, appointed in the manner prescribed in § 41, at the place where the repairs are executed, if effected during the voyage, but otherwise, at the port where the voyage terminates. At the valuation, the calculated cost of repairing each damage, shall specially be stated, and whenever it is considered that damaged appurtenances ought to be replaced by new ones, the cost of the new, as well as the value of the old, shall also be stated.

Any damage due to the age of the ship or to the defect of the gear, or any other similar reason, should, at the valuation, be kept apart from the damage caused by the average.

[O. L. § 151.]

§ 197.

When a damage to a ship, or her appurtenances is calculated, the amount of the valuation shall be the amount of the damage, when no repairing takes place, or, the valuation amount is lower than the cost of the repairs executed; when in excess, the actual costs of the repairs shall on the other hand be the amount of the damage. [O. L. § 152 sect. 1.]

§ 198.

When compensation is given for damage to an Iron ship, the amount shall be made good in full for any damage to hull and to masts and spars of Iron, if the ship at the time of the average has not been five years afloat; should such damage occur later than five but before the expiration of ten years, one sixth shall be deducted, new for old, and one third if the ship has been afloat beyond that time. Any damage to a ship's engines shall be compensated in full if the engines have not been in use during three years when the damage occurs; if happening later, but before the engines have been six years in use, one sixth shall be deducted and if they have been in use for more than six years, one third shall be deducted. Any damage to masts and spars of Wood and to standing gear shall be made good in full if the ship has not been one year afloat, and damage to boiler and any other damage shall also be paid in full if the ship has not been afloat half a year when the average took place; if any damage occurs later, one third shall be deducted, with the exception however of anchors, which are compensated in full and of cables for which one sixth only is to be deducted.

In case of a Wooden ship the damage to the hull shall be compensated in full, if the ship has not been two years afloat when the average occurred; if the damage takes place at any subsequent time one third is to be deducted, new for old. Any other damage shall be compensated according to the rules regarding Iron ships.

From the compensation amount, thus estimated, deduction of the value found at the survey, or, with the net proceeds if sold by auction shall thereupon be made for whatever is calculated to be replaced by new.

If the ship is to be metalled anew, the compensation is to be calculated in the following manner i. e. After the

metal value of the damaged sheeting has been deducted from the cost of remetalling the ship with the same material, having the same weight as the damaged plates, when new, the remaining amount shall be made good with the following deductions: i. e. for copper or yellow metal one sixtieth, and for any other metal one thirtieth for each full month of thirty days, since the damaged metal was put on the ship. If copper or yellow metal has been on the ship for more than five years and any other metal for more than two years, no compensation shall have to be made.

[O. L. § 152 sect. 2 and 3.]

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§ 199.

If in general average the ship is either totally lost, or damaged to such an extent that she is declared a constructive total loss, the amount of the compensation paid shall be the estimated value of the ship at the time the loss took place, with the deduction of the net value of whatever may have been saved.

When a ship is to be considered a constructive total loss see § 6.

§ 200.

Compensation for goods sacrificed in general average shall be calculated at the current prices for such goods at the port of destination on the ship's arrival there, or, should the remainder of the cargo never arrive at such port, at the prices ruling at the place where the voyage terminates; freight, customs and other expenses, which may be spared the owner of the cargo, shall however be duly deducted. If the goods have been sold at a port of distress and the calculated compensation is lower than the amount of the net proceeds of the purchase, less the freight saved, the latter amount shall be made good in general average.

If a current price cannot be fixed, the value shall be ascertained by experts appointed in the manner prescribed by § 41. [O. L. §§ 153 and 154.]

§ 201.

For goods damaged in general average the compensation to be made shall amount to the difference between the value of the goods in an undamaged state, as found in the manner prescribed by § 200, and the value of the goods in damaged condition, less the deductions enacted by the same paragraph. Should the goods have been sold previous to the adjustment of the average, the proceeds of the sale shall represent the latter value, which shall otherwise be decided by experts appointed in the manner enacted in § 41. [O. L. § 155.]

§ 202.

If cargo, lost or damaged in general average, has previously diminished in value on account of particular average, or through deterioration, or for any other reason, or, if any goods damaged in general average have subsequently decreased in value owing to circumstances in no way dependent upon the average, an amount corresponding to such diminution shall be deducted from the compensation amount.

The amount to be deducted shall be fixed by a valuation by experts appointed in the manner enacted in § 41. When such valuation takes place, particular attention shall be paid to damage done on the same occasion, or for the same reason, to other goods of similar description, which have not been damaged in general average. [O. L. § 156.]

§ 203.

In general average, no compensation shall be made for cargo, in respect of which no Bill of Lading has been issued, or regarding the loading of which no reliable information is

obtainable, either by any statement in the manifest or the cargo-book, or otherwise. The master, crew and passengers shall however be allowed compensation for clothing and travelling effects, when the loss thereof in the average is confirmed on oath. [O. L. § 150 sect. 3.]

§ 204.

Freight for cargo lost in general average, or sold at a port of distress for the procuring of means for joint requirements, shall be compensated with the amount which would have been paid, should the goods have existed when the ship arrives at the port where the goods would have had to be delivered, or, in case the voyage is discontinued, at the port of termination of the voyage. Any expense, which may be spared the owner of the ship on account of the sacrifice or selling of the goods, shall have to be deducted from the compensation amount. [O. L. § 157.]

How to calculate the freight failing agreement see § 150.

§ 205.

If anything, which has been damaged in general average, is subsequently lost, or suffers additional damage in particular average, and it can be assumed with certainty that the loss would have been sustained, wholly or partially, in the latter average, had not the general average previously occured, the damage shall either not be compensated in the general average, or else the compensation amount shall be reduced so far as in each case it may be proved proper. The same Law shall apply, if anything, lost in general average, would have been lost or damaged in any subsequent particular average, should the property have been still remaining on board.

§ 206.

Any damage and loss which is to be referred partly to general, partly to particular average, and any expense incurred

in the two averages jointly, shall be fairly divided between the two.

§ 207.

The ship participates in the payment of general average in the following proportion i. e.

1. The ship's value on her arrival at the port where ship and cargo separate, ascertained by a survey in pursuance to § 41.
2. The amount of the damage to the ship calculated to be compensated in general average, provided no repairing of the said damage has taken place.

In case of any improvement having been made to the ship subsequent to the average, or any repairs effected of damages, which have not been sustained in general average, the value of such improvement or repairing, as estimated by surveyors, shall have to be deducted from the value of the ship ascertained by the survey. [O. L. § 159.]

§ 208.

The cargo participates in the payment of general average in the following proportion i. e.

1. The value of all the goods found on board at the time of the casualty, and which still remain when cargo and ship separate, the said value to be ascertained for undamaged goods as mentioned in § 200 and for damaged goods in the manner stipulated by § 201;
2. The amount due to any owner of cargo in compensation of goods sacrificed or damaged in general average during the voyage;
3. The amount which the owner of the ship is bound to pay to the owner of cargo in compensation of goods lost, damaged or sold by the master, for the requirements of the ship, during the voyage. [O. L. § 160.]

§ 209.

The freight participates in the payment of general average in the following proportion i. e.

1. One half of the amount of the freight earned when ship and cargo separate;
2. One half of the amount of the compensation payable in general average for lost freight.

If no certain freight has been agreed upon, it shall be determined, in pursuance to the rules laid down i § 150.

[O. L. § 161.]

§ 210.

If an advance of freight has been made, and the owner of the ship is under no obligation to repay it, in case of misfortune, the said owner shall not be bound to participate for the amount of the advance in the payment of general average.

Any advance of freight for goods lost shall be refunded, unless other provisions have been made § 151.

§ 211.

When calculating the values, upon which the general average is to be apportioned in pursuance to §§ 207—210, deduction shall be made, not only for contribution to any subsequent general average, which has taken place during the voyage, but also for any expense incurred to salve and preserve the property upon which the general average is to be apportioned, provided the said expense is not recoverable in the average.

§ 212.

The following items do not participate in the payment of general average:

1. Provisions, Coals and other requisites for the working of the Engines and Ammunition of War;
2. Wages of master and crew;

3. Clothing and travelling effects of persons on board and whatever they have about them.

Should, however, any of the effects under clause 3 have been sacrificed or damaged in general average, the owner thereof shall participate in the payment of the average in proportion to the compensation amount due to him.

[O. L. § 163.]

§ 213.

The adjustment and apportioning of general average shall take place at the port where ship and cargo separate, or, where the adjustment of averages are generally made for such port and in pursuance to the Law of the place.

Adjustments of averages in this country are made by Adjusters specially appointed for the purpose (Dispachör).

[O. L. § 164.]

Adjusters appointed by His Majesty, are at present found at Stockholm, Gothenburg and Hernösand.

§ 214.

It shall be the duty of the master, without any delay, to cause the adjustment of the average to be made. If any person, participating in the average, wishes to ask for such adjustment, he shall have the right to do so.

Every person concerned in the average shall be obliged to deliver to the Adjuster all documents, which the latter may consider necessary for the adjustment and apportioning, and otherwise supply him with information.

It shall be the duty of the Adjuster, whenever a request for an adjustment of average is made, as soon as possible, to summon by notice, to be inserted in the Official Gazette and in a Local Paper, all persons, who participate in the average, to state in writing, within a certain prescribed time, whatever they may prove expedient for the maintenance of their right, and to send in to him any document to which they wish to refer; If any of the documents delivered are found incomplete

the Adjuster should, as soon as possible, request the respective party to furnish the necessary information. When the time, prescribed in the notice, expires, or, if no complete documents have been delivered in by the time appointed, then, when complete delivery has taken place, it shall be the duty of the Adjuster to have the adjustment of the average drawn up in duplicate within two months, and on the day announced by notice, posted up in the Town Court, and by advertisement in the Official Gazette and in one of the Local Papers; the said adjustment to be provided with an endorsement indicating the limit of time, within which any person, disatisfied with the adjustment, can have the case brought before the Courts in order to preserve his right of pleading. Of the two copies one shall be delivered to the person who has requested the adjustment, the other shall be kept by the Adjuster for exhibition to the other persons interested in the average. [**O. L.** §§ 165, 166.]

In ordinary cases the following are the documents usually required for attesting and adjusting a general average, and any particular damage to ship or cargo, as well as for deciding what compensation liability can be imposed upon the Underwriters on the strength of any Insurance agreement i. e.: Extended protest, §§ 40, 316; Order of survey issued by a public authority for the surveying and valuation of the ship's damage (at the port where the damage is being repaired) and of the ship (at the port where ship and cargo separate), and the Reports of such survey and valuation together with detailed estimate of costs of the repairs and any certificate regarding the actual cost of repairs, where effected, and, when the ship is being valued, an estimate, for the time being, of any repairs effected, subsequent to the average which do not belong thereto (see §§ 41, 196, 197, 199, 207), or else, a statement of experts employed by the master for the purposes aforesaid, where, according to the rules of the port, the surveyors are not appointed by a public authority, § 41; Certificate of surveyors or experts that the ship has again been put in seaworthy condition, when this has taken place, § 41; Order of survey and valuation of cargo and of the damage to cargo, together with the report delivered or the statement made by experts on the matter, §§ 41, 200—202, 208; Record of auction in the case of a sale of ship, § 50, and of a sold cargo §§ 49, 55, 57, 200, 201, 208; Bills of Lading and Invoices; Charter-party, Agreement regarding advance of freight, § 210; Calculation of distance freight, §§ 160, 161 and 164; General account of average disbursements together with vouchers, Salvage agreement, Bottomry bonds and Articles of agreement; Certificates regarding the Age of the ship, the Metalling, the Engines &c &c § 198; Insurance policy, Conditions of Insurance &c &c all dependent upon the nature of the damage.

The fees chargeable by adjusters of average are fixed by Royal Ordinance of 19 January 1883.

How to appeal against an adjustment of average, see §§ 326, 329.

Respecting the adjustment in case of controversy regarding Insurance, see § 264.

§ 215.

If any goods, mentioned in an average-adjustment as lost in general average, is subsequently found, or, if any damage, entered in the adjustment for the purpose of dividing the costs, is later on paid by the person duly bound to compensate, the adjustment shall be corrected by means of a supplementary calculation.

The drawing up of the adjustment should, however, not be delayed simply on account of there being a chance of recovering any goods lost, or receiving compensation for damage.

[O. L. § 162.]

§ 216.

For any average contribution to be taxed on property, the owner shall only be responsible with the said property but not personally. [O. L. § 145 and 167.]

Claims in respect of average contribution shall confer the right to seizure in pursuance of § 268 sect. 3 and § 276 sect. 2.

§ 217.

No ship, liable to pay average contribution, should leave the port where ship and cargo separate, nor, should any goods, liable to pay similar contribution, be taken possession of by its owner, before the contribution has been paid, or a security deposited in case the amount of the contribution has not, by that time, been fixed. [O. L. § 167 sect. 2.]

§ 218.

Every cost and damage, caused by any casualty during a voyage, which does not come under general average, nor shall be apportioned on the same principles as for general average, in accordance with § 161, shall be borne as particular average by the property which has suffered the damage or incurred the cost.

If any costs, which shall be referred to particular average, have been incurred jointly for ship and cargo, or any certain portion of the cargo, or, for portions of the cargo belonging to different owners, the said costs shall be fairly divided between the properties, in favour of which they have been incurred, in accordance with the rules laid down for general average. The cost of salvage of cargo shall be divided between cargo and the freight payable on the goods in proportion to their respective values.

If any person, participating in such average, should so require, the adjustment and apportioning of the average shall be made by the proper Adjuster. [O. L. §§ 168, 169.]

Respecting the apportioning, see § 214.

EIGHTH CHAPTER.

REGARDING DAMAGE CAUSED BY COLLISION.

§ 219.

The rules to be observed on board ships to avoid collision are laid down by Royal decree. [O. L. § 171.]

Respecting such rules see R. O. of 1 May 1885.

§ 220.

If ships collide, and the one ship or her cargo is damaged, and the collision is caused by any act of either party, the one in fault shall be bound to make good all damage and loss thereby sustained.

If the collision is caused by fault or neglect on both sides, the Court shall decide, taking the fault committed on

each side into consideration, if, and to what amount, either party shall be adjudged to pay compensation, or, if each party should bear its own loss.

When deciding the question as to which party caused the collision, the court shall specially enquire whether there had been any time for deliberation. [O. L. §§ 172, 173.]

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§ 221.

Should a collision be proved to have occurred by accident, or, should it be impossible to decide that the collision had been due to any fault committed by either party, each shall bear their own loss. [O. L. § 172 sect. 2.]

§ 222.

The owner shall, with ship and freight, be responsible for any compensation, which shall have to be paid in pursuance of § 220, should the collision have been caused by any fault or neglect, for which he is responsible in accordance with § 8. [O. L. § 172 sect. 2.]

§ 223.

If vessels collide, it shall be the duty of the respective shipmasters not only to render to the other ship, her crew and passengers, all possible and needful assistance for the rescuing from the danger caused by the collision, as far as he can do so without danger to his own ship, crew and passengers, but also to give to the master of the other ship, the name of his ship, the port to which she belongs, and the place or port whence she arrives or to which she is bound. [O. L. § 176 sect. 2.]

Penalty for non-observance of the above provisions § 294.

NINTH CHAPTER.

SALVAGE COMPENSATION.

§ 224.

Any person salving any wrecked or distressed ship, or her cargo, or, anything which has belonged to any such ship or her cargo, as well as everyone assisting in any such salvage, shall have the right to receive salvage compensation out of the salved property. If the parties cannot agree as to the amount of the salvage compensation, the Court shall decide.

[**O. L.** § 181 sect. 1.]

The salvor shall have a lien on the property salved. For salvage compensation see § 268 sect. 1 and § 276 sect. 1.

Respecting the right of the crew to compensation for salvage of the ship, see § 91.

§ 225.

When deciding the amount of the salvage compensation, the particular attention of the Court shall be given to the following circumstances i. e.

1. If the property salved had been exposed to imminent danger; if the ship was abandoned by the crew; if the crew assisted in the salvage, or, if the salvage was otherwise rendered easier by employing the vessel's own resources;
2. The danger to which the salvors and their material were exposed, and the damage which the salvors may have suffered to life, health or property;
3. The skill and energy by which the salvage was carried out, and the time and work expended;
4. The number of the crew assisting in the salvage, the value of the material used, and the expense incurred by the salvors themselves in the salvage operations;

5. The value of the property salved.

[O. L. § 181 sect. 2.]

§ 226.

The salvage compensation should generally not be taxed higher than one third of the value of the property salved, after deduction of custom dues and other expenses chargeable on the property, as well as any cost for the preservation, valuation and sale of the said property. If the salved property is of small value, or if unusual trouble or danger was incurred with the salvage, the compensation may however be fixed at a higher amount.

Compensation for bringing the salved property into safety and for the use of boats or other material for such purpose is also to be included in the salvage compensation.

[O. L. § 181 sect. 1 and 3.]

§ 227.

If any master, shipowner, or owner of cargo, during the continuance of the distress, have agreed with the salvors to pay a certain salvage compensation, the person or persons liable to pay such salvage compensation shall, nevertheless, have the right to obtain a reduction at the Court, in case the amount agreed upon considerably exceeds what is just and reasonable; In case the salvage compensation has also been paid during the continuance of the distress complaints should, however, be lodged within six months from the date of payment, or the party paying shall loose his right to bring suit. If the agreement stipulates that the salvage compensation shall be decided by arbitration or in any other similar manner, such stipulation shall be invalid. [O. L. § 181 sect. 1.]

§ 228.

If the salvors dispute between themselves, regarding the division of the salvage compensation, the Court shall decide,

taking the circumstances mentioned in § 225 into consideration.

If a ship salves anything during a voyage, the owners shall receive two thirds of the salvage compensation, if the ship is a steamer, otherwise one half, the damage done to ship or cargo in the salvage having however first been paid from the said compensation, whereupon the remainder shall be divided equally between the master and the crew; the portion due to the crew shall be devided in proportion to their respective wages. Agreements stipulating smaller portion to master or crew of the salvage compensation, that may be earned by a ship, than mentioned above, shall be null and void, unless the ship is specially equipped for salvage operations or the agreement refers to the carrying out of any special salvage enterprise. [O. L. § 183.]

The Law of 12 June 1891, containing certain stipulations regarding derelicts, enacts as follows:

§ 1. Any person salving any abandoned ship or wreck, or any articles or goods belonging to a ship, within the Swedish Archipelago, or on, or in the vicinity of the Swedish Coast, or in the navigable lakes, rivers or canals of the Kingdom, whether brought up from the bottom of the sea, or found floating, or washed on shore, shall give notice of such derelict to the nearest Crown or Custom Officer, whose duty it is immediately to communicate the information to the Custom House of the district. If the person finding the derelict, fails to give such notice or secretes or embezzles anything salved, he shall forfeit salvage compensation and be punished according to the General Laws of the Country.

If a ship salves anything during a voyage, the master shall deliver such property to the Custom-station at the Swedish place to which he first arrives. If the ship does not call at a Swedish port, he shall give notice of the salvage to the Swedish Consul at the first foreign port to which he arrives, or, should there be no Consul at such place, to any other proper authority and shall cause the salved property to be sold by public auction; The master shall likewise state the case to the owners and account to them for the amount of the sale. The owners shall then be responsible and see that the monies sent in are delivered over to the Governor of the Province, who shall thereupon deal with the matter in the manner hereinbelow enacted.

If masters or owners fail to give notice regarding salved property in the manner prescribed, or fail to deliver the proceeds or embezzles or secretes any portion thereof, they shall be liable as beforementioned.

§ 2. It shall be the duty of the Custom House to inform the Governor of the Province of any derelict, regarding which notice has been given, and the Governor shall cause an official notice regarding the salvage to appear three times in the Official Newspapers. If the owner of the property appears and proves his rights within a year from the date of the last notice, he shall be able to get it returned to him against the repayment of any expense in connection with the publishing of the notice and the care of the property, together with such salvage compensation as the Court may think reasonable to adjudge. Unclaimed wreckages shall fall to the Crown after due deduc-

tion for salvage compensation and costs as before mentioned, but any other derelict shall become the property of the salvor. If the property salved and duly reported, cannot be preserved without risk of deterioration, it shall be sold by Public auction and the proceeds deposited with the Governor of the Province.

Compare Custom Regulations § 131.

The Penal Code Chap. 22 § 19 enacts as follows i. e.

Any person failing to make a derelict or waif known in the manner prescribed by Law, shall incur a fine not exceeding twice its value. Any person concealing a derelict or waif, when the owner or other person, duly entitled, presents himself or otherwise appears, shall be punished for fraud as mentioned in § 1.

§ 229.

No ship salved shall leave the place to which it has been brought subsequent to the salvage, nor any salved cargo be taken possession of by its owner, before the salvage compensation has been paid or security deposited, except with the consent of the salvors. [O. L. § 182.]

TENTH CHAPTER.

INSURANCE.

I.

GENERAL RULES.

§ 230.

Every legal value or interest convertible into money, and dependent upon the preservation and the maintenance of the value of ship or cargo, exposed to the perils of the seas, can be made the object of insurance.

In particular the following are objects for insurance i. e. Ship, freight, equipment of ship, cargo, expected profit and commission on merchandize, bottomry claim, monies advanced or borrowed for the sake of average, as well as any other debt payable by ship, cargo or freight. Underwriters shall

have the right themselves to insure any interest which they may have insured for another person against any risk and danger that they may have underwritten (Reinsurance).

[O. L. §§ 186, 187.]

§ 231.

An insurance may be either taken on one's own account or for account of some other person, or else without any statement as to whether the insurance is taken for one's own account or for some one else (»for the party concerned» or the like).

If an insurance is taken for account of another person, without authority to do so, the person applying for the insurance shall expressly state such fact to the underwriters. Should the former fail to make such statement, the insurance shall be null and void and the premium forfeited, although the person for whose account the insurance has been taken subsequently approves thereof. [O. L. §§ 189, 190.]

For special stipulations regarding the validity of insurances taken on behalf of other persons without authority see §§ 235, 242.
Other incidents when premium forfeited, see §§ 236, 242 and 243.

§ 232.

It shall be the duty of the Underwriters to issue a written acknowledgement (Policy) regarding the insurance effected.

§ 233.

The actual value of an object insured constitutes the insurance value. [O. L. § 191 sect. 1.]

§ 234.

If a person fraudulently insures anything to an amount exceeding its actual value, the insurance agreement, or, where insurance has been effected by several agreements, all such agreements, shall be null and void.

§ 235.

If anything has been too highly insured, in good faith, the insurance shall remain in force, though not to any higher amount than that corresponding to the insurance value.

If insured with several and the insurances have been effected on one and the same date, each underwriter shall be responsible for so much of the insurance value as corresponds to the insurance amount accepted by him in proportion to the joint amount of the insurances. If the insurances are taken on different days, the insurance of a latter date is only in force for such portion of the insurance, as is not covered by any insurance previously taken.

A subsequent insurance shall however be in force in the following cases i. e.

1. If, when effecting the insurance, the insured party has resigned to the underwriters all the rights due and coming to him on the strength of the insurance previously taken.
2. If, when taking the insurance, the party insured has reserved the right to inforce the insurance only so far as he is not protected by the insurance taken previously, either owing to any invalidity of the previous insurance, or any insolvency of the underwriters.
3. If the previous insurance is taken for account of another person without authority, but the latter by the insured person himself, provided at the time of taking the latter insurance, the party insured was unaware of the previous insurance, or has declared his willingness to renounce the same. [O. L. §§ 192, 193, 194.]

Respecting the underwriters' right to the premium see § 236.

§ 236.

Should an underwritten insurance on account of lack of insurance interest, overinsurance or double insurance, wholly

or partly, become null and void, the underwriter shall nevertheless be entitled to the premium, unless, at the time of accepting the insurance, he was aware of the circumstances rendering the insurance illegal; the party insured however to be entitled to Ristorno as mentioned in § 266.

Other incidents when the premium is forfeited see §§ 231, 242 and 243.

§ 237.

If the insurance value exceeds the total insurance amount the underwriters shall, if damage occurs, only pay for such portion of the damage as corresponds with the insurance amount in proportion to the insurance value.

[O. L. § 191 sect. 3.]

The foregoing condition is also of importance in other respects, § 257 sect. 1 and § 262.

Respecting underwriters' liability over and above the insurance amount see § 253.

§ 238.

If by agreement between the parties, a certain value has been attached to the article or interest insured (taxed or closed policy), such value shall between them be the insurance value thereof; the underwriters however to be entitled to reduction, when it is proved that the aforesaid value, at the time the agreement was made, exceeded what fairly could be considered to be its actual value. [O. L. § 196.]

§ 239.

When the underwriters have compensated for any damage or loss, for which the party insured was entitled to claim compensation from a third party, the rights of the insured as against such party shall be conferred upon them.

If an insurance is taken on a claim upon any interest, security, article or other object of insurance exposed to the perils of the seas, and such interest, security, article or other object of insurance is lost or damaged, the rights of the party

insured as against the Debtor shall be transferred to the underwriters in the same proportion as the insured has been indemnified by them.

The party insured shall have the right to claim his compensation from the underwriters, without previously having substantiated his claim against the person liable to pay the damage or against the Debtor. [O. L. § 206.]

Regarding the duty of the party insuring to look after the interests of the underwriters, see §§ 245 and 246.

§ 240.

If any underwriter becomes insolvent, or is proved, in the execution of a judgement, to possess no assets for the payment of the debt, or has stopped payment, the party insured shall have the right to annul the insurance and have the premium returned, unless the underwriter, on requisition, places security for the fulfilment of the said agreement.

If the insured interest, security, article or other object of insurance has already, at the time of the annulling of the insurance, been exposed to danger, the underwriters shall have to retain the corresponding amount of the premium.

II.

RESPECTING THE OBLIGATIONS OF THE PARTY INSURED.

§ 241.

It is the duty of the party taking an insurance, or the person effecting the insurance on his behalf, or any other person, having anything to do with the concluding of the insurance, on entering into the agreement, to state fully and truly each and every circumstance known to the party taking the insurance, as well as to the persons acting for him in and about the insurance, provided the said circumstances might

be of importance for the judging of the danger covered by the underwriters and of the conditions for such covering.

[O. L. § 209 sect. 1.]

§ 242.

If the statement referred to in § 241 is not made, the insurance shall be null and void and the premium forfeited, unless the circumstance, omitted to be stated, was, or could reasonably be supposed to have been, known to the underwriters at the time of making the agreement; the party insuring nevertheless to be entitled to ristorno as mentioned in § 266.

Other cases when premium is forfeited see §§ 231, 236 and 243.

If the party insured, or any other person bound to furnish such statement as mentioned in § 241, receives information regarding the circumstance, which should have been stated, so late that he has not been in a position to inform the underwriters at the time of concluding the insurance, except by employing extraordinary measures, his neglect in the above respects shall not interfere with the validity of the agreement; Neither shall, when any person, in taking an insurance for account of another person without the knowledge or authority of the latter, omits to state any circumstance, of which the party insured, but not the person who took the insurance, was aware, such omission render the insurance null and void.

[O. L. § 209.]

§ 243.

If any incorrect statement has been made regarding any of the circumstances referred to in § 241, the insurance shall be null and void and the premium forfeited, in spite of the statement being made in good faith, unless the true circumstances of the case were known to the underwriters when making the agreement; the party insured shall however be entitled to ristorno as mentioned in § 266. [O. L. § 210.]

Any person obtaining insurance against the perils of the seas on any statement known to be false, shall be punished for fraud; Penal Code Chap. 22 § 2.

Other cases when premium is forfeited see §§ 231, 236 and 242.

§ 244.

If any circumstance, which has not been stated, or about which a wrong statement has been made, only refers to a certain portion of any insured interest, article or other object of insurance, the agreement as regards the other portion shall be in force, unless it may be supposed that the underwriters would not, should the true circumstances of the case have been known to them, have accepted any insurance for that portion alone on similar terms as agreed about for the whole.

§ 245.

On receiving the first intimation, of any accident occurred to any insured interest, article or other object of insurance, which is covered by the underwriters, the party insured should notify the same to the underwriters and wait their instructions as regards the proper measures to be taken for the salvage and preservation of any such interest, article or other object insured, and for the avoiding of any greater loss; the party insured however to see that whatever is required in this respect is done, until the arrival of the directions of the underwriters. If the party insured fails, without any valid reason, to inform the underwriters of the accident, or to look after their interests in the manner aforementioned, the underwriters shall not be bound to compensate any loss due to such reason.

P615 816 [O. L. § 221.]

§ 246.

If the underwriters are liable to compensate any damage or loss, for which the party insured is entitled to claim compensation from a third person, it shall be the duty of the

party insured, until the underwriters are in a position to watch their rights, to take all such steps which in this respect may be required. In default, the party insured shall not be entitled to claim compensation for any loss occasioned thereby.

[O. L. § 225.]

The party insured shall have the right to claim compensation from the underwriters without having previously sued the person bound to make good the damage § 239.

§ 247.

Unless otherwise agreed, the Premium shall be paid immediately on the agreement having been entered into, against the receipt of the Policy. [O. L. § 222 sect. 1.]

III.

RESPECTING THE OBLIGATIONS OF THE UNDERWRITERS.

§ 248.

The liability of the underwriters, unless special exceptions are made, shall include the consequence of every danger to which any security, interest, article or other object of insurance may be exposed during the continuation of the insurance, save and except if the damage is caused by any fault or neglect of the party insured.

The underwriters shall not be free from responsibility on account of the damage being caused by any fault or neglect on the part of the master or crew. [O. L. § 223.]

§ 249.

The underwriters shall not be liable in the following cases (that is to say).

1. When the insurance is taken on ship or freight for account of the owners: for any damage caused by the ship at the commencement of the voyage not being

in seaworthy condition, or properly equipped, or manned, or provided with requisite ship's documents, or properly loaded; nor for any loss sustained in consequense of the interest, security, article or other object of insurance having to pay compensation to a third party for any damage suffered by such party, save and except when the damage is caused by collision;

2. When the insurance is taken on a ship: for any damage to ship or appurtenances, which is only a consequence of wear and tear, age or worms, or, which is the consequence of the portion of the ship or her appurtenances, which has suffered damage, not having been in perfect condition at the commencement of the voyage;
3. When the insurance is taken in respect of freight, cargo or expected profit on goods: for any damage emanating from insufficient packing or the special character of the goods as mentioned in § 142; the underwriters, however, to be liable to make good such damage, if the voyage has been unusually delayed on account of any accident covered by them, unless it may be supposed that the damage is not a consequence of such delay.
4. When the insurance is taken on cargo, or expected profit on goods, or advance on freight, not repayable in case of accident: for any damage caused by any fault or neglect on the part of shippers or receivers of cargo in their respective capacities.

Advance on goods, which are lost, shall be returned unless other provisions have been made, see § 151.

If, when an insurance is taken on ship or freight, the underwriters have duly ascertained the condition of the ship and have expressly approved of her seaworthiness as regards a certain danger, they shall have no right in case of accident to refuse payment on the strength of the ship's unseaworthiness, unless it can be proved that any such deficiency was known

to the party insured at the time of making the agreement and was kept a secret. [O. L. § 224.]

§ 250.

If an adjustment of general average has been made at the proper place in accordance with the Laws of such place, the underwriters shall be bound, not only to compensate the proportion to be borne by the security, interest article or other object of insurance, but also any proportion of damage in connection therewith, which is to be paid by any other participator in the average, provided the party insured proves that he has not been able to recover such proportion. The aforesaid liability is also incurred by the underwriters, even if the security, interest, article or other object of insurance should have been appraised higher in the average adjustment than the insurance value.

If no adjustment of average has taken place, and such omission is not the fault of the party insured, the said party shall have the right to claim compensation for the full damage in accordance with the contents of the insurance agreement.

[O. L. §§ 226, 228.]

Where the adjustment of average is to be made, see § 213.

§ 251.

If the average is adjusted by the proper person at the proper place, the underwriters cannot plead against the party insured, that any person, contrary to the Laws in force at the place of adjustment, has been favoured at the expense of the party insured, unless the latter party is himself to blame that his rights have not been properly looked after; the party insured shall however be obliged to give up his rights against the person thus favoured to the underwriters.

[O. L. §§ 227, 229.]

Where the adjustment of average is to be made, see § 213.

§ 252.

Any sacrifice or expense, incurred in good faith, in order to protect the interest, security, article or other object insured from any danger, for which the underwriters are responsible, or in order to salve and preserve any interest, security, article or other object insured, subsequent to damage, or otherwise in order to prevent further damage, shall have to be paid by the underwriters, although not coming under general average as also any expense incurred in determining the liability of the underwriters in a similar case.

[O. L. § 231 sect. 1, § 232 sect. 2.]

§ 253.

If several averages have occurred during the continuation of the danger covered by the underwriters, they shall make good the damage although the total compensation amount exceeds the insurance amount. The expenses referred to in § 252 shall also be made good in full, although the insurance amount is thereby exceeded. [O. L. § 232 sect. 2.]

P 603 d.l. v 5774 d.p.

§ 254.

If the voyage, as stated at the time of taking the insurance, is altered before any danger, covered by the underwriters, has commenced, the latter shall be free from responsibility in case of insurance of ship or of freight for account of the owners; In the case of insurance of freight for account of a person, other than the owners of the ship, or of something else than ship or freight, the insurance shall nevertheless remain in force should the alteration of the voyage have been made without the consent of the party insured.

If any property insured is, previous to the commencement of the danger covered by the underwriters, exposed to danger

in any other ship than stated at the time of taking the insurance, the underwriters shall be free from responsibility.

[O. L. § 218.]

§ 255.

If the voyage has been altered, or the danger otherwise been changed or increased, subsequent to the commencement of the danger covered by the underwriters, they shall be free from responsibility in respect of any accident, subsequent to such change, unless the change or increase of the danger has taken place without the consent of the party insured, or owing to emergency caused by any danger for which the underwriters are responsible or for the saving of lives. [O. L. § 219.]

Ploß § 756

IV.

RESPECTING THE DAMAGE AND ITS PAYMENT.

§ 256.

The party insured shall have the right to obtain compensation for total loss in the following cases (that is to say).

1. In the case of ship or cargo being insured: when the ship or cargo has been altogether lost, or been declared a good prize, or has been so damaged that it can no more be used for the purpose intended;
2. In the case of freight: when the freight has been lost altogether;
3. In the case of expected profit, or commission on goods: when the goods never reache their port of destination;
4. In the case of average disbursements and Bottomry claim: when the interest, security, article or other object pledged for such claim has been altogether lost, or otherwise cannot satisfy the claim.

[O. L. §§ 244—247.]

§ 257.

In the case of total loss the underwriters shall pay the full insurance amount, less the amount, corresponding to the saving in the expenses, included in the insurance, which, on account of the accident, may be spared the party insured; the underwriters to be entitled to take over the salved property.

If not insured up to the full value, the deduction is to be made in the ratio which the insurance amount bears to the full insurance value; the underwriters to partake in the property salved in the same proportion.

If an insured ship, which has suffered damage, is declared a constructive total loss, after proper survey has been made, or should, on surveying the ship, the damage be found to amount to three fourth of the insurance value, the party insured shall have the right to claim compensation as for total loss, in consideration of the ship being ceded to the underwriters. [O. L. §§ 248, 259.]

The manner of executing the survey, see § 41.

§ 258.

If no information regarding a ship has been received for three times the length of the period, usually supposed to be required for a sailing ship for a voyage from the place where the vessel was last heard of to the port of destination, not less however than three months, then the ship may be considered as lost and the party insured shall be entitled to claim compensation as for total loss, if he resigns his rights to the insured value, interest, article or other object. [O. L. § 260.]

§ 259.

If any ship or cargo has been placed under embargo, or detained by any other act of rulers or princes, or taken by pirates, or if the ship has been abandoned by the crew, the party insured shall have the right to claim compensation as

for total loss, if he cedes the insured value, interest, article or other object of insurance, provided the ship or cargo has not been released, or placed at the disposal of the party insured, within the following limits of time i. e.:

Six months, if the seizure or abandonment has taken place in any European waters, or in any part of the Mediterranean beyond Europe, or in the Black sea or in the sea of Azov; Nine months, if in any other waters situated this side of the Cape of Good Hope or Cape Horn and;

Twelve months, if in any waters beyond the Cape of Good Hope or Cape Horn.

The terms above mentioned are to be calculated from the date the accident has been notified to the underwriters by the party insured. [O. L. § 261.]

§ 260.

If the party insured wishes to cede the value, interest, article or other object of insurance, he shall give notice of his intention to the underwriters in the case mentioned in § 257 within one month from the date of receiving information regarding the survey, and in the cases referred to in §§ 258 and 259 within six months subsequent to the expiration of the time therein specified for each separate case.

[O. L. § 262.]

§ 261.

If the time stipulated in the preceding paragraph has elapsed, and the party insured has failed to avail himself of his right to cede the interest, value, article or other object of insurance, he shall lose his said right in the case referred to in § 257 sect. 2.

If in the cases referred to in §§ 258 and 259, the time stipulated for ceding has elapsed, the party insured shall nevertheless have the right to claim compensation as for total loss, but shall be obliged, if the underwriters should so require,

to refund the insurance amount together with one half per cent monthly interest, should the value, interest, article or other object of insurance reappear, be released, or be placed at the disposal of the party insured, the underwriters to be bound to compensate any damage covered by the insurance, which the said value, interest, article or other object of insurance may have suffered. [O. L. § 263.]

§ 262.

The ceding of any security, interest, article or other object of insurance shall be made without conditions and exceptions and shall comprise the whole of the security, interest, article or other object of insurance, or whatever thereof may have been exposed to danger at the time when the accident occurred and may not be revoked.

If not insured up to the full value, the party insured shall be obliged only to cede a portion of the security, interest, article or other object of insurance in the ratio which the insurance value bears to the full value. [O. L. § 264.]

§ 263.

When the amount of the insurance is paid, the underwriters shall be entitled to obtain from the party insured a transfer in writing of the rights, which, on the strength of the ceding, shall be vested in the underwriters, together with all the documents relating to the ceded security, interest, article or other object of insurance, of which the party insured may be in possession.

§ 264.

If any dispute should arise regarding the liability of the underwriters, on the strength of an insurance agreement, the case shall be referred to an Average-Adjuster. Such adjustment shall be made, unless otherwise agreed, at the place where the insurance has been entered into, or where adjust-

ments of average generally are drawn up for such place. It shall be the duty of the Adjuster, whenever practicable, to observe the enactments contained in § 214 with regard to adjustments of average. The notice referred to in the said paragraph shall, however, not be given, when both the underwriters and the party insured have declared that they do not call for one.

In such case the average adjustment shall be ready within two months subsequent to the receipt of the complete documents.

Any person, having a claim on the strength of an insurance agreement, shall safeguard his claim through summons, or the bringing of an action within five years from the date of the origin of the claim; in default he shall have lost his right against the debtor. [O. L. §§ 268, 285.]

Concerning documents to be delivered to the average adjuster, see remark under § 214.

How to appeal against an average adjustment, see §§ 326, 329.

V.

REGARDING THE RETURNING OF THE PREMIUM (RISTORNO).

§ 265.

If any security, interest, article or other object of insurance should not become exposed to such a danger as is covered by the underwriters, the party insured shall have the right to claim that the insurance be annulled and the premium returned (Ristorno), with deduction, however, where not otherwise agreed, of one fourth per cent of the insurance amount, or of half the premium, should the said premium be less than one half per cent of the insurance amount. [O. L. § 272.]

§ 266.

If an underwritten insurance, wholly or partially, becomes null and void, on account of lack of insurance interest, or of

overinsurance, double insurance, insufficient or incomplete statement, or for any other similar reason, and the person or persons taking the insurance, or causing the insurance to be taken by authority, were in good faith at the time of making the agreement or when the authority was issued, then Ristorno shall be given with such deduction as is mentioned in § 265, provided always, that a request to that effect is made previous to the security, interest, article or other object of insurance being exposed to any danger. [O. L. § 273.]

ELEVENTH CHAPTER.

REGARDING MARITIME RIGHTS AND PRIVILEGES AND THE LIMITATION OF TIME FOR ENFORCING MARITIME CLAIMS.

§ 267.

A creditor, who has security for his claim in ship, freight or cargo, as mentioned below, shall be entitled to payment out of such security in priority to the creditors referred to in Chap. 17 of the Mercantile Law.

Compare Chap. 17 § 2 as read in the Law of 12 June 1891.

The abovementioned claims shall be recovered out of the security, without watching the claim in bankruptcy, see Bankruptcy Law § 90 as read in the Law of 12 June 1891.

Respecting the mode of arresting a ship, or goods in a ship, by writ, see § 73 of the Law regarding distraining for debt as read in the Law of 12 June 1891.

§ 268.

The following claims shall have the right to security in ship and freight, i. e:

1. Pilot dues, salvage compensation and indemnification for releasing the ship from the hands of enemies;
2. Any claim of master and crew for wages and other pay, to which they may be legally entitled on the strength of their engagement on board;
3. Any claim for proportion in general average, or for the payment of any costs to be apportioned on the same principles (§§ 161, 218); Bottomry claim, as well as the claim of any owner of cargo for goods sold during the voyage for the requirements of the ship; and
4. All claims based on the engagements of the master for the requirements of the ship in his capacity of master, or based on any incorrectness, or omission in the fulfilment of any engagements entered into by the owners, or any other person on the strength of the owner's Power of Attorney, and which should have been fulfilled by the master in his said capacity; all claims for damage caused by any such fault or neglect as mentioned in § 8; and further the master's claim for whatever he may himself have advanced for the requirements of the ship, or been obliged to pay for such purpose on the strength of his personal promise.

The right to security in a ship includes everything belonging to the ship, and the security in freight includes the gross freight for the yoyage during which the debt has been incurred. The right to security for a Bottomry claim shall comprise ship or freight, or both, according to the contents of the Bottomry-bond.

Neither provisions nor fuel, nor, in the case of a steamer, the coals and other requisites for the working of the Engines, shall be included amongst the ship's belongings in the sense of the present paragraph. [**O. L.** § 275 sect. 1.]

Respecting the mutual priority of the claims, see § 269.

No ship salved shall leave the place to which she has been brought, subsequent to a salvage, before the salvage compensation has been paid or security deposited, unless with the consent of the salvors, see § 229.

Ships in debt for average contribution shall not leave the port, where ship and cargo separate, before the contribution has been paid or security deposited § 217.

Respecting a creditors right to obtain a lien on a ship pledged for Bottomry and to petition for the sale of the ship and the delivery of the freight pledged see § 185.

Regarding the right to security in any compensation payable in respect of ship and freight see § 270.

Respecting a creditors right to the purchase-amount of a ship sold § 271.

Regarding the time stipulated for preserving the right to security see § 284.

§ 269.

The claims mentioned in § 268, if they have all arisen during the same voyage, shall have the right to payment in the order in which they are enumerated in the said paragraph. The claims specified in the same subdivision shall between themselves enjoy equal rights. As far as the claims in subdivisions 1 and 3 are concerned, they shall only enjoy equal rights between themselves when they are due to the same cause of necessity, otherwise the claim of a later date shall have priority to an older claim.

If the claims have arisen during different voyages, those emanating from a later voyage shall have priority to each and every claim from any previous one; The master and crew however to retain the priority in the ship secured to them for so much of their claims as is earned during the last twelve months on the strength of the last agreement, in spite of the vessel having in the mean'time made several voyages.

[O. L. § 275 sect. 1 and § 276.]

§ 270.

If a ship is lost or damaged in general average, or by the fault or neglect of any person, or if freight is in a like manner wholly or partially lost, the creditors, having security in the ship or freight in conformity with § 268, shall enjoy the same right to the compensation due and payable to the owners of the ship.

The compensation payable on the strength of an insurance effected cannot be claimed in lieu of the surety.

[O. L. § 279.]

§ 271.

If a ship, with all her gear and appurtenances, is sold subsequent to and by virtue of a writ to satisfy a debt, or is sold in bankruptcy, in the manner enacted for the sale of a ship arrested by writ, the right to security in the ship shall cease, but the creditor shall be entitled to a portion of the purchase-amount as stated in the Law of Attachment.

If a ship has been declared a constructive total loss, having suffered damage, and is thereupon sold, the right to security in the ship shall cease, but in lieu thereof the creditor shall be entitled to the same right in the purchase-amount, provided the said purchase-amount has not yet been paid. If the ownership is otherwise transferred by any voluntary agreement, the ship shall continue to stand surety for the claims mentioned in § 268. [O. L. §§ 277, 278.]

Regarding the rules to be observed at a compulsory sale of a ship see the Law of Attachment §§ 89, 117, 118 and 119 as the said paragraphs are read in the Law of 12 June 1891.

When a ship is to be considered a constructive total loss see § 6.

§ 272.

If the owners have received any compensation, or purchase-amount, or freight standing surety for any claim, for which they were not personally liable, such owners shall be responsible for the payment of the claim as far as the amounts above referred to will suffice.

If the owners have shipped goods on their own account, they shall be personally responsible for any claim which would have been entitled to security in the freight, up to such amount as would have been charged as freight if the goods had been shipped for account of another person.

If any amount of compensation, purchase-money, or of freight has been paid, subsequent to the lodging of a petition to have the owners declared bankrupt, and such petition be granted, any creditor having security for his claim in the amount paid in, shall be entitled to receive, as far as the said amount will suffice, payment from the Bankrupt Estate, with the same priority as if the amount had remained unpaid.

[**O. L.** § 280 sects. 2 and 3.]

How the freight is to be calculated when no agreement has been made, see § 150.

§ 273.

In case by any voluntary agreement the ownership has been transferred to foreigners, the former owners shall be personally responsible for any claim for which they were previously liable only with ship and cargo; Such liability however not to exceed the value of the ship at the time of transfer.

§ 274.

If the owners have paid their liabilities in conformity with §§ 272 and 273, for the settlement of any of the claims mentioned in § 268, and some other creditor subsequently appears and proves himself to have a better right than the person, who obtained the payment, the owners shall be free from any further liability, provided they were not aware of the late comers claim at the time of making the payment; the owners, however, in such respects not to be allowed to deduct from their liability any payment they may have made in settlement of any claim for which they were personally responsible.

The creditor, having thus received monies properly due to another person, shall be liable for such the latter person's claim, should he have been aware of the existence of the said claim at the time he obtained the payment.

[**O. L.** 280 sects. 2 and 3.]

Respecting the mutual priority of the creditors, see §§ 268, 269.

§ 275.

In case the owners have let the ship to another person to be navigated for the account of such person, such course of proceeding shall in no way lessen the right which, in conformity with this Law, is due to the claims mentioned in § 268, where arisen subsequent to the transfer. [O. L. § 117.]

§ 276.

The following claims shall have the right to security in the cargo on board i. e.

1. Salvage-compensation and any indemnification for releasing the cargo out of the hands of the enemies;
2. Any claim for proportion in general average, or for the payment of any other costs to be apportioned on the same principles (§§ 161 and 218). Bottomry-claim as well as the claim of any owner of cargo for goods sold during the voyage for account of any other owner of cargo;
3. All claims based on the engagements undertaken by the master in his capacity of master for the requirements of the cargo, and the master's claim on account of whatever he may himself have advanced for the requirements of the cargo, or been obliged to pay for such purpose on the strength of his private engagement;
4. Any claim in respect of freight, compensation for demurrage, or for any other delay in loading or discharging.

The claims hereabove mentioned shall between themselves enjoy the right to payment in the order in which they are enumerated.

The claims specified in the same subdivision shall enjoy equal rights; As far as the claims in subdivisions 1 and 2 are concerned, they shall only enjoy equal rights between themselves when they are due to the same cause of necessity;

otherwise the claim of a later date shall have priority to an older claim. [O. L. § 281.]

No goods salved shall be taken possession of by their owner before the salvage compensation has been paid, or security deposited unless with the consent of the salvors see § 229.

Similar enactments as regards average contribution § 217.

Respecting a creditors right to obtain a lien on a cargo pledged for Bottomry, and to petition for the sale thereof see § 185.

With regard to any other compensation than for demurrage, in the case of delay in loading or discharging see §§ 122, 125, 127, 129 and 155.

Respecting a creditors right to the purchase-amount of goods sold, see § 277.

Regarding the right to security, in the compensation payable in respect of the cargo, see § 278.

§ 277.

If goods, standing security for any claim, should be discharged to the disposal of the charterer or the Receiver of the cargo, or should any goods be sold for the benefit of the ship or cargo during the voyage, the right to security in the said goods shall cease. The same enactment shall apply where the goods are sold subsequent to and by virtue of a writ to satisfy a debt or in a bankruptcy in the order enacted for the sale of goods on board, arrested by writ, but the creditors shall be entitled to a share in the purchase-amount, as stated in the Law of Attachment. [O. L. § 139 sect. 2, § 283.]

Regarding the prescriptions to be observed at an executive sale of goods in a ship see the Law of Attachment §§ 89, 117, 118 and 119 as read in the Law of 12 June 1891.

§ 278.

In case of any owner of cargo being entitled to compensation for goods lost or damaged, or should any goods have been sold during the voyage for the benefit of the ship, or for account of some other owner of cargo, the Law enacted in § 270 respecting ships shall also apply as regards the creditor's right to the compensation due to the owner of the cargo.

Compensation payable on the strength of an insurance effected cannot be claimed in lieu of the surety.

[O. L. § 282.]

§ 279.

If any owner of cargo has received any compensation amount, to which a creditor had such a right as stated in § 277 or § 278, the liability of the owners of the cargo to pay such claims shall be governed by the rules laid down in §§ 272 and 274 with regard to the liability of owners of ships in similar cases.

Should any such compensation amount have been paid over, subsequent to the lodging of any petition to the Court to have the owner of the cargo declared bankrupt, the Law as laid down in § 272 shall be in force.

§ 280.

Any master delivering to the disposal of charterers, or receivers of cargo and without the consent of the creditors, goods standing surety for any claim, shall be held liable for the payment of the said claim, such liability, however, not to exceed the value of the goods at the time of discharging. Should the Receiver have been aware of the existence of the claim at the time of discharging, he shall incur the same liability in respect of any claim, for which he would not otherwise have been personally responsible. [O. L. § 140.]

Steps to be taken by the master for the recovery of any such claim, see §§ 155, 156 & 157.

§ 281.

If a creditor has the right of security in several sureties, each of the said sureties shall be liable for the whole amount of the debt. [O. L. § 135 sect. 1.]

§ 282.

A creditor, having the right of security in ship or cargo, may sue, at his own option, either the master or the owners for the recovery of his claim out of the security. Should

any creditor, other than the master or the owners, sue for the recovering out of the cargo of any claim for the payment of which the cargo on board is liable, such creditor shall likewise have the right to sue the master. [O. L. § 302 sect. 4.]

§ 283.

Any claim for which the Debtor is liable only with ship, freight, or cargo on board, in conformity with this Law, shall cease, should not payment be sued for by summons or other legal proceedings within the following limits of time in the following cases i. e.:

In the case of any claim for contribution towards the settlement of general average, or of any costs to be apportioned on the same principles: within a year from the date of the average adjustment;

In the case of any claim for compensation in respect of goods lost or damaged: within a year from the date of the completion of the discharging;

In the case of compensation otherwise claimed, within two years from the date the damage occurred;

In the case of any other claims than the above: within one year from the date of maturity of the said claim.

If the creditor is entitled, in respect of such claims as aforesaid, also to hold himself to the owners of the ship, or the Receivers of cargo, or to anybody else personally, he shall have the right to sue within the time enacted in the General Laws of the Country (Allmän Lag). [O. L. § 284.]

Respecting the general time of prescription, see R. O. of 4 March 1862. S 953

§ 284.

The right to security due to the master and the crew, in conformity with § 268, shall cease, unless the claim is sued for within a year from the date of the termination of the service on board. If the creditor, in conformity with this

Law, is otherwise entitled to security in ship, freight, or cargo on board for any claim for which the Debtor is personally liable, such right to security shall cease, should payment not be sued for within the time stipulated in § 283 for each separate case. [O. L. § 275 last sect.]

TWELFTH CHAPTER.

REGARDING OFFENCES OF MASTER AND CREW.

§ 285.

Any master, engaging a seaman in the service of the owners for any term during which, to the knowledge of the master, such seaman is engaged to serve on board another ship, shall incur a penalty not exceeding Two Hundred Kronor. [O. L. § 287.]

§ 286.

Any master, failing to keep on board the ship a copy of this Law and of the scale of provisions mentioned in § 27, shall incur a penalty not exceeding One Hundred Kronor.

§ 287.

Any master, neglecting his duties in respect of the keeping or exhibiting of the Logbook, shall incur a penalty not exceeding Two Hundred Kronor. If the master, either for his own benefit or for the benefit of some other person, or with malicious intention, makes any false entry or omission, or alters, destroys, conceals, or renders illegible any entry in any Logbook, he shall be liable to a fine or to imprisonment for any

period not exceeding six months, or to imprisonment with hard labour for any period not exceeding two years. In case the attending circumstances are of a specially grave nature the penalty with hard labour may be increased to four years.

Any mate or engineer, committing any of the offences mentioned in this paragraph, shall be punished as aforesaid. [O. L. § 291 sect. 1.]

For Regulations regarding the Logbook, see §§ 35, 36, 37, 38 and 40.

§ 288.

Any master, neglecting to report in the manner mentioned in § 40, whenever any of the accidents referred to in the said paragraph occur, shall be fined.

§ 289.

Any master, committing any of the following offences, shall be fined, unless by the General Laws of the Country (Allmän Lag) the offence would incur a heavier penalty i. e.:

1. For any improper use of the compulsory power vested in him in conformity with § 101;
2. For punishing a seaman without any lawful ground or without observing the rules laid down in § 103, or for inflicting heavier punishment than stipulated in § 102;
3. For any improper use of his right to take in custody any seaman or passenger as mentioned in § 47;
4. For reducing a seamans lawful ration or treating him with unnecessary severity. [O. L. § 290.]

Compare Chap. 14 §§ 10, 11, 12 and 13 of the Penal Code.

§ 290.

Any master, guilty of dishonesty towards the owners, underwriters, owners of cargo, or any other person or persons whose

rights and interests he is in duty bound to watch and protect, in conformity with this Law, shall be liable to imprisonment with hard labour for any period not exceeding two years, unless by the General Laws of the Country (Allmän Lag) the offence would incur a heavier penalty. Any gross neglect of such rights and interests as aforesaid shall incur the penalty of a fine or imprisonment for any period not exceeding one year. [O. L. § 288.]

Compare Chap 12, 20 and 22 of the Penal Code.

§ 291.

Any master, deserting the service and abandoning the ship entrusted to him, shall be liable to penal servitude for any period not exceeding two years, or imprisonment, or shall incur a fine not less than Fifty Kronor, in case of specially extenuating circumstances.

When a master is entitled to leave the service, see § 62.

Any master abandoning the ship when in distress, without observing the provisions contained in § 43, or neglecting his duty as a good seaman, shall incur imprisonment, or a fine not less than One Hundred Kronor. [O. L. § 289.]

§ 292.

Any master, proceeding to sea, unless by force of circumstances, with a vessel in such a defective state, as regards her hull, engines or equipment, or so heavily or improperly loaded, or so badly manned, that he ought to have perceived that the voyage would entail manifest danger to the lives of those on board, shall be liable to imprisonment for any period not exceeding six months, or incur a fine not less than Twenty Five and not exceeding One Thousand Kronor. Any master, otherwise neglecting any of the duties incumbent upon him in conformity with § 26, shall incur a fine. If any damage is sustained by any act or default as aforesaid, a penalty of imprisonment shall be inflicted for any period not exceeding one

year, unless the General Laws of the Country (Allmän Lag) inflicts a heavier penalty in respect of any such act or default.

The owners, or any other person or persons connected with the ship on their behalf, shall be liable to the same punishment as the master, should they have wilfully induced the master, or in any way advised or assisted him, to commit any of the offences aforesaid. [O. L. § 288.]

Compare Chap. 14 § 9 of the Penal Code.

§ 293.

Any master, causing an accident by carelessness or neglect of duty in any other manner than mentioned in § 292, shall be liable to a fine, or imprisonment for any term not exceeding a year unless the General Laws of the Country (Allmän Lag) inflicts a heavier penalty for the offence.

[O. L. § 288.]

Chap. 14 § 9 of the Penal Code.

§ 294.

Any neglect on the part of the master of any of the duties incumbent upon him subsequent to a collision, in accordance with § 223, shall incur the penalty of a fine of not less than One Hundred Kronor, or imprisonment. If the circumstances are of a specially grave nature, penal servitude may be inflicted for any period not exceeding two years.

[O. L. § 289 sect. 2.]

§ 295.

Any master, refusing without lawful cause, to receive on board his ship and to give a passage to any seaman in any of the cases referred to in § 34, shall be liable to a fine.

Any neglect on the part of the master to conform with the decision of the Consul, or the Shipping Master in any of the cases mentioned in § 100, shall be punished as aforesaid.

[O. L. § 291 sect. 2.]

§ 296.

Any master, guilty of any of the offences mentioned in §§ 287, 289, 290, 291, 292, 293 or 294 shall, if the circumstances attending are of a specially grave nature, be sentenced to forfeit such rights to command a ship as are dependant upon special qualifications. [O. L. § 292.]

§ 297.

If any seaman neglects to join the ship in proper time he shall incur a fine not exceeding Fifty Kronor. Should any seaman engage on board a ship for any term, during which he is bound to serve on board another ship on the ground of a previous agreement, he shall be liable to a fine not exceeding Two Hundred Kronor. [O. L. § 293 sect. 1.]

Regarding time when a seaman is to be on board to commence service, see § 74.

With regard to priority in the case of several agreements, see § 73.

§ 298.

Any seaman deserting shall be liable to imprisonment for any period not exceeding three months. If several of the crew, jointly, or in accordance with any previous agreement, desert the ship, they shall be sentenced to imprisonment for any period not exceeding six months. Should the whole of, or the majority of the crew desert, or should the desertion take place under such circumstances that the deserter ought to have perceived that the ship, owing to the desertion, would be exposed to danger, he shall be liable to imprisonment with or without hard labour for any period not exceeding one year.

If the deserter returns voluntarily before the ship leaves the port, where the desertion took place, or if the circumstances attending are specially extenuating, the penalty of a fine may be inflicted. [O. L. § 294.]

A seaman deserting, and not voluntarily returning, forfeits his wages and all effects left on board see § 106; Deserters lose their rights to support

from the Marine Office according to § 20 of the Marine Office Regulations, and to pension from the Pension Funds of the Mercantile Marine according to § 5 of the Rules of the Office of the said Pension Funds.

§ 299.

Any person inducing a seaman to desert, or aiding and abetting him in the act of desertion, shall incur the penalty of a fine, or imprisonment for any period not exceeding three months.

§ 300.

Any seaman, lawfully engaged, neglecting to appear on board before the departure of the ship from the port where the voyage commences, or absenting himself from the ship more than twenty four hours, without leave, or in excess of the leave granted, shall be punished as a deserter, unless circumstances prove that he had no intention to leave the service.

[O. L. § 293 sect. 2.]

§ 301.

Any seaman, abandoning his ship when the vessel is in distress, and without complying with the prescription contained in § 78, or whatever else may be his duties as a good seaman, shall incur a penalty of not less than Fifty and not exceeding Three Hundred Kronor, or imprisonment for any period not exceeding one year. [O. L. § 293 sect. 3.]

§ 302.

If a seaman has requested a survey of the ship in the manner mentioned in § 87, and it is proved, by the survey, that there was no reasonable ground for the statement regarding the unseaworthiness of the ship, such seaman shall incur a penalty of not less than Fifty Kronor or imprisonment for any period not exceeding two months.

If acting with the intention to benefit himself or any other person, or to cause damage, the seaman may be sentenced to penal servitude for any period not exceeding two years.

§ 303.

Any seaman, guilty of mutiny and refusing to obey the master, shall be liable to a fine, or imprisonment for any period not exceeding six months, or, in case of specially grave circumstances, to penal servitude for any period not exceeding one year. [O. L. § 297 sect. 1.]

Respecting a masters right to enforce obedience, see § 101.

§ 304.

If any of the crew assaults or treatens to assault the master, in the service, or in order to compel him to any certain act in the service, or to prevent him from any such act, or in order to revenge himself for any such act on the part of the master, he shall incur the penalty of penal servitude for any period not exceeding two years, or imprisonment. In case of specially extenuating circumstances a fine may be adjudged. [O. L. § 299.]

§ 305.

If seamen club together with a mutinous intention to take, by joint force, the command of the ship, or to compel the master to any action in the service, or to revenge themselves for any such action on the part of the master, or to resist, in conspiracy, by force, any action ordered by the master, and the partakers in the mutiny, of their own free will, or in accordance with the master's command, return to order and obedience, without any harm having resulted to person or property, then and in such case, the instigator or ringleader shall be sentenced to imprisonment for any period not less than six months, or penal servitude for any period not less than six months and not exceeding two years, and any other

participator in the mutiny to imprisonment for any period not exceeding six months.

Should the participators in the mutiny fail to return to order and obedience, defying the commands of the master, the instigator or ringleader shall be sentenced to imprisonment for any period not less than one year, or penal servitude for any period not less than one and not exceeding four years, and any other participator in the mutiny to imprisonment for any period not less than three months, or penal servitude for any period not less than three months and not exceeding two years.

Should in the mutiny any person or property suffer violence, the instigator or ringleader shall incur penal servitude for any period not less than two and not exceeding six years, and any other participator in the mutiny the penalty of imprisonment for any period not less than six months, or penal servitude for any period not less than six months and not exceeding three years.

For any outrage or other criminal act committed during the mutiny the doer shall be punished in accordance with Chap. 4 § 1 of the Penal Code. [O. L. § 298.]

§ 306.

Any seaman, causing any casualty by carelessness or neglect in the service, shall incur the same penalty as masters according to § 293. If the person guilty is a mate or engineer, and the circumstances be specially such as to aggravate his offence, he may, in addition, be declared to have forfeited, altogether, or for a certain period, his right to be employed in a similar capacity, should for the exercise of such rights certain qualifications be required.

§ 307.

Any seaman, who, whithout the permission of the master brings on board any goods, the carrying of which endangers

ship or cargo, shall incur a fine or imprisonment for any period not exceeding six months. [O. L. § 295.]

How such goods are to be treated, see § 81.

§ 308.

For any other offence in the service than mentioned above, or for any breach of order and discipline, the seaman shall incur the penalty of a fine.

§ 309.

If a seaman, having comitted any of the offences mentioned in §§ 297—308, has already been punished in accordance with § 102, the Court, when considering the crime, shall take the fact duly into consideration, and in such case, dependent on the circumstances, the punishment should either be reduced below that, which would otherwise have been incurred, or be altogether withdrawn.

§ 310.

All and every enactment in this Chapter, having reference to offences committed by or against the master, shall likewise apply to offences committed by or against the master's substitute. [O. L. § 297 sect. 2.]

§ 311.

The offences mentioned in §§ 285, 289, 290, 297, 298, 299, 300, 301, 302, 303, 307 or 308 cannot be prosecuted by public prosecutor, unless the plaintiff has taken out summons for the prosecution of the offence. If the offence is punishable by the General Laws of the Country (Allmän Lag) the enactment of the latter Laws shall be observed as regards the right to prosecute. [O. L. § 301 sect. 1.]

§ 312.

With regard to punishments inflicted in conformity with this Law, the enactments of the General Laws of the Country (Allmän Lag) shall be in force, where not otherwise stipulated above. [O. L. § 301 sect. 2.]

THIRTEENTH CHAPTER.

RESPECTING PROPER COURT AND FORM OF PROCEEDING IN MARITIME LAWSUITS.

§ 313.

In cases to be judged according to this Law a Town Court shall be the first instance.

§ 314.

Sect. 1. When a Protest is to be extended before the Court, two men, skilled and experienced in maritime matters, shall be present to assist the Court as experts. The said experts are to be appointed by the Court before the expiration of each year and to officiate during the year ensuing. Two substitutes shall likewise be appointed to sit in lieu of the said experts in cases of lawful hinderance; should the substitutes be legally prevented to sit, the Court, shall in each separate case call in others.

The compensation of the experts, payable from Public Funds, shall be fixed by His Majesty.

Protests are only extended before the Courts of Towns provided with Custom House § 40.

Sect. 2. When cases regarding disapproval of adjustments of averages are to be tried by a Town Court, three men, skilled and experienced in mercantile and maritime matters, shall be members of the Court besides the usual number of members of the Court necessary to form a quorum. The Town Councils (Stadsfullmägtige) of Towns where the Courts are empowered to take up similar cases in conformity with § 326 shall appoint the aforesaid special members before the expiration of each year to act during the ensuing year. Three substitutes shall likewise be appointed to act in their stead, in case of lawful hinderance, and should the said substitutes be legally prevented, the Court shall in each special case have the power to call in others.

The compensation of the special members shall be fixed by His Majesty and shall be paid either by one of the parties or by both jointly, as the Court may adjudge, in accordance with the principles laid down in Chap. 21 of the Law of Judicature.

§ 315.

Whenever a Report has been made in the manner enacted in § 40, regarding the occurrence of a casualty, the Court shall, as soon as possible, assemble for extending the protest. The Chairman shall call the master to appear at the sitting of the Court, and shall charge him to bring with him all persons likely to be able to furnish information about the matter, and to exhibit the Logbook in original, when preserved, and he shall further by means of an advertisement in the Local Newspapers and also, where practicable, by special notice at the latest on the day preceeding, inform all the persons concerned, or their representatives, of the time when the Court meets and also when and where the report of the casualty and the documents belonging to the same are accessible.

[O. L. § 38.]

Respecting exception of witness see Chap. 17 § 7 of the Law of Judicature. In certain cases the public prosecutor is to be informed, see § 318.

§ 316.

Whenever a Protest is extended, the master first, and thereafter the persons called in order to furnish information, shall severally make as coherent a statement as possible regarding the accident. In case of the statement of any of the persons being incomplete, indistinct or uncertain, the Court should try to obtain exact information as regards his actual knowledge of the accident by suitable questions. When all the statements have been made and read from the Record to the persons called to furnish information regarding the matter, the said persons should confirm the same on their oath as witnesses, where no lawful impediments are found to exist, or the Court should otherwise decide that, taking the circumstances of the case into consideration, no oaths ought to be taken.

The Court shall have the power also to call other members of the crew than those brought by the master.

[O. L. § 38.]

§ 317.

If a ship is lost, or abandoned by the crew at sea, or so seriously stranded that she cannot be floated except by employing extraordinary means, like that of dismasting the ship or jettisoning the cargo, or, if damage has been sustained through collision with another ship, or, should the ship have met with an accident entailing the loss of human life, it shall be the duty of the Court, in connection with the extending of the Protest, to try to obtain a full and complete explanation regarding the cause of the accident.

In particular, it should be inquired into whether the accident is due to any of the following causes i. e.:

1. Any defect of the ship, her equipment, or crew;
2. Any cause dependent upon the loading i. e. overloading of the ship, dangerous nature, wrong partition-

ing, bad stowage or improper trimming of the cargo, or any insufficiency, unfitness or improper trimming of the ballast;

3. Any fault or neglect on the part of the master, or any of the crew of the ship, or of the master or any of the crew of any other ship during the voyage;
4. Any fault of a pilot or person piloting, or any incorrectness of charts or defectiveness of lighthouses, beacons, or other institutions for the safety of the navigation, or any fault or neglect of any person, to whom the care and management of such institutions have been entrusted.

Should the Court prove it expedient also to hear other persons than those of the crew in order to obtain the information, such persons may be summoned as witnesses; and any person, summoned as aforesaid, shall be paid from Public funds in conformity with the enactments regarding the compensation of witnesses in criminal cases.

Respecting compensation payable to witnesses in criminal cases, see Law of 4 June 1886.

§ 318.

Whenever a Report has been made regarding any of the casualties referred to in § 317, it is the duty of the Chairman of the Court to inform the proper public prosecutor of the time of the inquiry to be held in connection therewith.

§ 319.

Whenever the protest is extended out of the United Kingdoms, the inquiry prescribed in § 317 shall be made by the proper Consul, and it shall be incumbent upon the master, whose duty it is to appear before the Consul, to bring the Logbook with him for inspection and the persons, who are supposed to be able to furnish information regarding the accident.

Where practical, the Consul should summon two impartial men experienced in maritime matters to be present at the inquiry, Swedes, Norwegians or Danes to be preferred.

No further inquiry shall be necessary, where, in any of the cases above referred to, an inquiry has been held regarding the accident by a proper foreign authority. [O. L. § 39.]

See Consular Ordinance § 83 sects. 2 and 3 and § 84 sect. 1.

§ 320.

If a ship has been lost and no one, who could have given notice of the casualty. been saved, or if otherwise no inquiry has been made on account of any such accident as referred to in § 317, the Board of Trade (Kommersekollegium) shall order an examination to be held at any place suitable for such inquiry.

§ 321.

Whenever such an inquiry, as mentioned in § 317, has been completed, the Court or the Consular Officer holding it shall transmit to the Board of Trade without delay the Record of the inquiry. If the ship is lost, or the Logbook for other reasons can be parted with, it should be transmitted together with the Record, but, failing this, a full and complete copy extract of the Logbook, having reference to the matter of the inquiry, should accompany the Record. In case, at a foreign place, the inquiry has been held by the proper Local Authority, it shall be the duty of the Consul to transmit to the Board of Trade a copy of the Record kept at the inquiry.

Should the inquiry in any way be found defective, the Board of Trade shall have the power to cause a fresh inquiry to be instituted at any suitable place.

§ 322.

If any master of a Norwegian ship gives notice of his intention to extend a Protest in this Kingdom, it shall be

incumbent upon the Court, in any of the cases referred to in § 317, to institute an inquiry as regards the cause of the casualty and to transmit to the Board of Trade the Record of such inquiry.

The said enactment shall apply as long as similar prescriptions are in force in Norway as regards Protests extended by masters of Swedish ships in that country.

§ 323.

Any litigation, which should be judged according to this Law, shall unless herein after otherwise provided for, be brought before the Court of the Town, in which the Defendant is domiciled, or at which the ship is lying for the time being. If the Defendant does not reside in any Town provided with a Town Court, or, if the ship is in a place where there is no Town Court, then and in such case, the Dispute shall be referred to the nearest Town Court.

If several persons own a ship, the port to which the ship belongs shall be deemed to be the domicile of the owners.

[O. L. § 302 sect. 1.]

The managing owner may be sued on behalf of the owners, and, in case no managing owner has been elected, any one of the other owners may be sued § 10.

§ 324.

In case the parties have agreed to the dispute being brought before any particular Town Court, other than the proper tribunal according to § 323, then such Court may be applied to.

[O. L. § 302 sect. 3.]

§ 325.

Any person, desiring to sue the master and the owners simultaneously for any claim based on the fault or neglect of the former, shall summon both parties to appear before the Court, where either of the said parties are bound to respond.

[O. L. § 302 sect. 4.]

§ 326.

Any person, dissatisfied with an adjustment of average, shall bring his complaint before the Town Court of the Town where the adjustment was made. [O. L. § 305 sect. 1.]

Adjusters of average are at present stationed at Stockholm, Gothenburg and Hernösand.

§ 327.

Should, in case of litigation, which should be judged according to the present Law, the Court disallow any objection raised as regards the competency of the Court, or the hearing of more parties, such decision cannot be appealed against except in connection with the main point at issue. [O. L. § 304.]

§ 328.

Any criminal case to be adjudged according to this Law shall be tried by the Town Court of the Town, where the crime has been committed, but, should the crime have been committed in any Town or Place not provided with any Town Court, such crime shall be tried by the Town Court nearest at hand. Any crime, committed during a voyage, shall be tried by the Town Court of the Town at which the criminal first arrives with the ship, or, wherever he may otherwise be met with; should the latter place be situated beyond the jurisdiction of any Town Court, the case shall nevertheless be tried by the nearest Town Court. [O. L. § 322.]

Certain crimes committed abroad may be prosecuted before Swedish Courts, see Penal Code Chap. 1 §§ 1 and 2.

§ 329.

Sect. 1. Any person, desirous to complain of an adjustment of average, shall do so by filing a written petition, in duplicate, to the Town Court before 12 o'clock on the thir-

tieth day, reckoned from the day the adjustment was issued, which latter day shall not be counted, or, should the thirtieth day happen to be a holiday, then and in such case, from the day following, it not being a holiday, and the Plaintiff shall likewise annex the adjustment protested against and each and every document referred to by him. On the day of appearance the Defendant shall also be present to receive the Plaintiff's petition. The Defendant shall thereupon, at the latest on the Fourteenth day subsequent, file his responce in duplicate, annexing the documents to which he refers, should they not have already been delivered. On neither side shall more than one petition or response be allowed to be filed.

Every adjustment, not appealed against in the manner aforesaid, shall become valid.

Sect. 2. Should any of the parties desire to be orally heard, notice thereof shall be given within one month from the day of appearance. In case such notice is given, the Chairman of the Court shall immediately fix the date of the inquiry, which shall be held before the Court without delay. If no such notice is given, within the time above mentioned, and the Court does not prove the hearing of the parties necessary, a certain date, upon which the Court will give their decision, shall, without delay, be made known by a notice posted on the door of the Court.

Sect. 3. The final decision of the Court shall contain full and complete information regarding the steps to be taken and the formalities to be observed by the party desiring to appeal against the decision. [O. L. §§ 305—319.]

§ 330.

Any person, desirous to appeal against the decision of the Town Court, in any of the litigations referred to in § 326, shall lodge in the Town Court an appeal, in duplicate, addressed to His Majesty before noon on the thirtieth day from the date of the said decision, which latter day shall not be counted,

or, should the thirtieth day happen to be a Holiday, then and in such case on the day following, it not being a Holiday, and in default thereof he shall be nonsuited. The Record and the decision of the Court, together with all documents having reference to the case, and which the petitioner may prove expedient to exhibit, shall likewise be annexed.

It rests with the petitioner's adversary, himself to inquire, whether any appeal has been made before the expiration of the time of appeal, and, in case of such appeal, to obtain one of the copies of the said petition. A term of one month from the expiration of the time of appeal shall thereupon be allowed the said adversary for the delivery to the Town Court of his explanation, together with all documents, which he may desire to refer to. Should he fail to avail himself of the opportunity, within the time mentioned, he shall not be entitled to any further hearing. On the delivering of the aforesaid explanation, or, when the term for the delivering of such explanation has expired, without it having been sent in, the documents presented on both sides shall be sent in to the Royal Department of Justice, together with all documents in connection with the case.

§ 331.

The arbitrators, by whom disputes are to be settled in certain cases, in accordance with this Law, shall be three in number and appointed in the order enacted by the Law regarding arbitrators of the 28 October 1887. The decision of the majority of the arbitrators shall take effect, in spite of any of the parties desiring to apply to the Judge, unless such Judge or Head Bailiff should otherwise ordain. [**O. L.** § 321.]

The Law respecting arbitrators of the 28 October 1887 enacts as follows: Each party shall select one arbitrator and the arbitrators, thus appointed, shall call the third (§ 3). When one party has informed the other, in writing, of his selection, it is the duty of the latter to deliver to his opponent, within a fortnight, a written information as to the selection made by him (§ 7). The party, who has already informed his opponent of the appointment of an arbitrator, cannot revoke his appointment except with the consent of the opponent (§ 8). Should any party, being obliged to appoint an arbitrator,

prove unwilling to fulfil his duties in this respect, or, should the arbitrators disagree as to the selection of the third arbitrator, such person shall be appointed by the Head Bailiff of the place of residence of either of the two parties. No appeal can be made against the decision of the Head Bailiff as regards the appointment of such arbitrator (§ 9).

Respecting disputes which are to be decided by arbitration, see §§ 23, 24, 28, 45, 68, 81, 110, 111, 113, 114, 115, 122, 125, 127, 128, 129, 156, 159, 160, 161, 164 and 170.

§ 332.

The surveyors, who should be appointed by the Magistrate or Crown Bailiff, in conformity with this Law, shall be three.

It shall be the duty of the Magistrate in any of the Towns provided with Chambers of Commerce and Navigation to request, each year, from such Chamber, a statement of persons who are considered competent to act as surveyors.

Respecting such surveys, see §§ 6, 41, 43, 50, 55, 63, 66, 91, 98, 160, 164, 176, 196, 200—202, 207, 208 and 257.

Whenever in other cases a survey is required, the party concerned shall have the right to call any person or persons, in whom he has confidence, and it shall be the duty of the Magistrates of the Towns, provided with Chambers of Commerce and Navigation, to select, according to the suggestion of the said Chambers, a suitable number of persons, who shall have to render assistance to the parties concerned in and about such surveys.

Respecting such surveys see §§ 42, 148.

This Law shall come into force on the 1 January 1892; the Elections prescribed in § 314 shall however be made for the year 1892 before the expiration of the present year.

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